

State: Arkansas **Filing Company:** Forethought Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Personal Retirement Manager Variable Annuity
Project Name/Number: Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Filing at a Glance

Company: Forethought Life Insurance Company
Product Name: Personal Retirement Manager Variable Annuity
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 08/15/2012
SERFF Tr Num: FRTH-128629062
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 0146FLI-02

Implementation
Date Requested:
Author(s): Kasey Poettker, Paula Scaife, Beth Witte, Jeffrey Kulesus, Ken Bach, Elizabeth Gioia
Reviewer(s): Linda Bird (primary)
Disposition Date: 09/05/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Forethought Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
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Nursing Care Waiver of Surrender Charge Rider FL-NC-12. This no cost rider provides for the waiver of Contingent deferred Sales Charges subject to the Eligible Confinement requirements and the terms of the rider. We intend to issue this rider to all contract owners as of the launch of the product.

Guaranteed Lifetime Withdrawal Benefit Rider (Single Life) FL-GLWBS-12 and Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-GLWBJ-12 These are optional riders which may be elected for an additional charge. We intend to offer both a "single life" and "joint life" version. They provide guaranteed lifetime withdrawal benefits with possible annual Market Increases and a Deferral Bonus.

Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Single Life) FL-GLWBS-12 and Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-GLWBJP-12 These are optional riders which may be elected for an additional charge. We intend to offer both a "single life" and "joint life" version. They provide guaranteed lifetime withdrawal benefits with possible daily Market Increases and a Deferral Bonus.

Return of Premium Death Benefit Rider FL-ROP-12. This is an optional death benefit which may be elected for an additional charge. This rider provides a Death Benefit that replaces the standard death benefit provided in the Contract. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of Premium Payments adjusted for Partial Surrenders, or the Contract Value.

Maximum Anniversary Value Death Benefit Rider FL-MAV-12. This is an optional death benefit rider which may be elected for an additional charge. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of Premium Payments adjusted for Partial Surrenders, or the Maximum Anniversary Value.

Maximum Daily Value Death Benefit Rider FL-MDV-12. This is an optional death benefit rider which may be elected for an additional charge. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of the Maximum Daily Value or premium payments adjusted for partial surrenders. This new rider is similar to the Maximum Anniversary Value death benefit version, except the key difference is that it reflects daily benefit calculations.

Enhanced Return of Premium Death Benefit Rider FL-EROP-12. This is an optional death benefit which may be elected for an additional charge. This rider provides a Death Benefit that replaces the standard death benefit provided in the Contract. This rider is only available with the concurrent election of one of the guaranteed lifetime withdrawal benefit riders, and offers a one time step-up option upon the first partial withdrawal.

IRA Rider FL-IRA-12. This rider will be attached to our annuity contracts when they are issued in connection with IRA sales.

Roth Rider FL-ROTHIRA-12. This rider will be attached to our annuity contracts when they are issued in connection with Roth IRA sales.

We have enclosed Actuarial Memorandums which provide additional information for the above policy forms.

The bracketed items are variable and may be modified on a non-discriminatory basis. A Statement of Variables describing the bracketing parameters has been enclosed for each form.

Since these forms will be used with SEC registered product(s) we believe they are exempt from the language simplification requirements of your state. Unless otherwise informed, we reserve the right to alter the layout, format, color and typeface of these forms.

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If you have any questions regarding this submission please contact me via SERFF, or call direct at 312.499.5635. We look forward to receiving your approval of these forms.

Company and Contact

Filing Contact Information

Jeffrey Kulesus, Consultant jeff.kulesus@milliman.com
 150 Field Drive, Suite 180 312-499-5635 [Phone]
 Lake Forest, IL 60045

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$800.00
 Retaliatory? No
 Fee Explanation: 16 forms X \$50.00@ = \$800.00.
 Per Company: No

Company	Amount	Date Processed	Transaction #
Forethought Life Insurance Company	\$800.00	08/15/2012	61704505

SERFF Tracking #:

FRTH-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/05/2012	09/05/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/23/2012	08/23/2012

Response Letters

Responded By	Created On	Date Submitted
Ken Bach	09/04/2012	09/04/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Enhanced Return of Premium Death Benefit Rider	Ken Bach	09/04/2012	09/04/2012
Supporting Document	Life & Annuity - Acturial Memo	Jeffrey Kulesus	08/15/2012	08/15/2012

SERFF Tracking #:

FRTH-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

Personal Retirement Manager Variable Annuity

Project Name/Number:

Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Disposition

Disposition Date: 09/05/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

State: Arkansas **Filing Company:** Forethought Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Personal Retirement Manager Variable Annuity
Project Name/Number: Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statements of Variability		Yes
Supporting Document	Third Party Authorization Letter		Yes
Supporting Document	Certifications for Reg 6 & Reg 19		Yes
Form	Individual Flexible Premium Variable Annuity Contract		Yes
Form	Individual Flexible Premium Variable Annuity Contract		Yes
Form	Contract Schedule Page		Yes
Form	Contract Schedule Page		Yes
Form	Contract Schedule Page		Yes
Form	Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal)		Yes
Form	Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)		Yes
Form (revised)	Enhanced Return of Premium Death Benefit Rider		Yes
Form	Enhanced Return of Premium Death Benefit Rider	Replaced	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal)		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)		Yes
Form	Individual Retirement Annuity Rider		Yes
Form	Maximum Anniversary Value Death Benefit Rider		Yes

SERFF Tracking #:

FRTH-128629062

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State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

Personal Retirement Manager Variable Annuity

Project Name/Number:

Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Maximum Daily Value Death Benefit Rider		Yes
Form	Waiver of Contingent Deferred Sales Charge Rider		Yes
Form	Return of Premium Death Benefit Rider		Yes
Form	Roth Individual Retirement Annuity Rider		Yes

State: Arkansas **Filing Company:** Forethought Life Insurance Company
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/23/2012
Submitted Date	08/23/2012
Respond By Date	09/24/2012

Dear Jeffrey Kulesus,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/04/2012
Submitted Date	09/04/2012

Dear Linda Bird,

Introduction:

Thank you for your letter dated 8/23/12 regarding the captioned filing.

Response 1

Comments:

Please be advised that we will provide the consumer notice information with each policy that is issued as required by Ark. Code Ann. 23-79-138 and Bulletin 15-2009. Please be advised that we will provide the guaranty association notice to each policy owner as required for compliance by regulation 49.

Per your request, I have attached a certification with regard to compliance with Regulation 19.

Per your request, I have attached a certification with regard to compliance with Regulation 6.

Related Objection 1

Comments: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certifications for Reg 6 & Reg 19

Comment: As requested, I have attached certifications of compliance for Reg 6 and Reg 19.

No Form Schedule items changed.

SERFF Tracking #:

FRTH-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

Personal Retirement Manager Variable Annuity

Project Name/Number:

Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

No Rate/Rule Schedule items changed.

Conclusion:

If you have any questions or comments regarding this filing or need any additional information to complete your review, please let me know.

Thank you.

Sincerely,

Ken Bach

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Amendment Letter

Submitted Date: 09/04/2012

Comments:

I have attached a revised Enhanced Return of Premium Rider to correct a minor typographical error on page 3. Please accept my apologies for any inconvenience this error may have caused.

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
FL-EROP-12	Policy/Contract/Fr aternal Certificate: Amendment, Insert Page, Endorsement or Rider	Enhanced Return Initial of Premium Death Benefit Rider					0.000	FL-EROP-12 08-28-12.pdf

Submitted Date: 08/15/2012

Comments:

Please substitute the attached item for the corresponding item previously provided with this submission.

Changed Items:

SERFF Tracking #:

FRTH-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

Personal Retirement Manager Variable Annuity

Project Name/Number:

Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Actuarial Memo

Comment: Actuarial Memoranda

FL-EROP-12 - Actuarial Memorandum 07-27-2012.pdf

FL-FPVA-12 B-Share - Actuarial Memorandum 07-27-2012.pdf

FL-FPVA-12 L-Share - Actuarial Memorandum 07-27-2012.pdf

FL-FPVA-NCDSC-12 C-Share - Actuarial Memorandum 07-27-2012.pdf

FL-GLWB-12 -Actuarial Memorandum 07-27-2012.pdf

FL-MDV-12 - Actuarial Memorandum 07-27-2012.pdf

FL-ROP-12 - Actuarial Memorandum 07-27-2012.pdf

FL-MAV-12 - Actuarial Memorandum 08-15-2012.pdf

State: Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

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Form Schedule

Lead Form Number: FL-FPVA-12							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		FL-FPVA-12	POL	Individual Flexible Premium Variable Annuity Contract	Initial:	0.000	FL-FPVA-12 Individual Flexible Premium Variable Annuity Contract B Share Contract 07-31-2012.pdf
2		FL-FPVA-NCDSC-12	POL	Individual Flexible Premium Variable Annuity Contract	Initial:	0.000	FL-FPVA-NCDSC-12 Individual Flexible Premium Variable Annuity Contract C Share Contract 07-31-2012.pdf
3		DP-BSHARE-12	SCH	Contract Schedule Page	Initial:	0.000	DP-BSHARE-12 Contract Data Page B Share 07-31-2012.pdf
4		DP-CSHARE-12	SCH	Contract Schedule Page	Initial:	0.000	DP-CSHARE-12 Contract Date Page C Share 07-31-2012.pdf
5		DP-LSHARE-12	SCH	Contract Schedule Page	Initial:	0.000	DP-LSHARE-12 Contract Data Page L Share 07-31-2012.pdf
6		FL-EGLWBJ-12	POLA	Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal)	Initial:	0.000	FL-EGLWBJ-12 Enhanced Guaranteed Lifetime Withdrawal Benefit Rider Joint-Spousal 07-31-2012.pdf

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Lead Form Number: FL-FPVA-12

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/Action Specific Data	Readability Score	Attachments
7		FL-EGLWBS-12	POLA	Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)	Initial:	0.000	FL-EGLWBS-12 Enhanced Guaranteed Lifetime Withdrawal Benefit Rider - Single 08-01-2012.pdf
8		FL-EROP-12	POLA	Enhanced Return of Premium Death Benefit Rider	Initial:	0.000	FL-EROP-12 08-28-12.pdf
9		FL-GLWBJ-12	POLA	Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal)	Initial:	0.000	FL-GLWBJ-12 Guaranteed Lifetime Withdrawal Benefit Rider Joint-Spousal 07-31-2012.pdf
10		FL-GLWBS-12	POLA	Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)	Initial:	0.000	FL-GLWBS-12 Guaranteed Lifetime Withdrawal Benefit Rider - Single 07-31-2012.pdf
11		FL-IRA-12	POLA	Individual Retirement Annuity Rider	Initial:	0.000	FL-IRA-12 Individual Retirement Annuity Rider 07-31-2012.pdf
12		FL-MAV-12	POLA	Maximum Anniversary Value Death Benefit Rider	Initial:	0.000	FL-MAV-12 Maximum Anniversary Value Death Benefit Rider 07-31-2012.pdf
13		FL-MDV-12	POLA	Maximum Daily Value Death Benefit Rider	Initial:	0.000	FL-MDV-12 Maximum Daily Value Death Benefit Rider 07-31-2012.pdf

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Lead Form Number: FL-FPVA-12

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
14		FL-NH-12	POLA	Waiver of Contingent Deferred Sales Charge Rider	Initial:	0.000	FL-NH-12 Waiver of Contigent Deferred Sales Charge Rider 07-27-2012.pdf
15		FL-ROP-12	POLA	Return of Premium Death Benefit Rider	Initial:	0.000	FL-ROP-12 Return of Premium Death Benefit Rider 07-31-2012.pdf
16		FL-ROTHIRA-12	POLA	Roth Individual Retirement Annuity Rider	Initial:	0.000	FL-ROTHIRA-12 Roth Individual Retirement Annuity Rider 07-31-2012.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Individual Flexible Premium Variable Annuity Contract

FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

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 first of a series of Annuity Payments to the Payee as of the Annuity Commencement Date, if You are living. The manner in which the dollar amount of Annuity Payments is determined is described in this Contract.

This Contract is issued in consideration of the payment of the initial Premium Payment.

This Contract is subject to the laws of the jurisdiction where it is delivered.

The Contract Data Page on Page 3 and the conditions and provisions on this and the following pages are part of the Contract.

RIGHT TO EXAMINE AND RETURN THIS CONTRACT

We want You to be satisfied with the Contract You have purchased. We urge You to closely examine its provisions. If for any reason You are not satisfied, You may cancel the Contract by returning it within 30 days after You receive it. A written request for cancellation must accompany the Contract. Mail or deliver the Contract and written request to Us at the Annuity Service Center address shown on the Contract Data Page or to the agent from whom it was purchased. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. In such an event, We will pay You the Contract Value on the date of surrender, plus any fees and charges deducted from the premiums or imposed under such Contract. For the Separate Account portion, You bear only the investment risk during the period prior to Our receipt of request for cancellation.

Signed for the Company

[

Secretary

President]

Premium Payments are flexible as described herein.

Right to additional information: You may request in writing additional information regarding the benefits and provisions of your Contract, and we will respond to your written request, in writing or verbally, within a reasonable amount of time but in no event not later than ten (10) days from the date on which we received Your written request.

NONPARTICIPATING

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SUB-ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE PROVISIONS ARE DESCRIBED UNDER VALUATION PROVISIONS, PAGES 6 AND 7.

TABLE OF CONTENTS

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CONTRACT DATA PAGE

CONTRACT NUMBER	[SPECIMEN]	ISSUE DATE	[07-14-2012]
ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[01-01-2042]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$10,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
DESIGNATED BENEFICIARY	[ANN SCOTT]	MINIMUM CONTRACT VALUE	[\$2,500]
OWNER	[JAMES SCOTT]	MINIMUM ANNUITY PAYMENT	[\$100]
JOINT OWNER	[JANE SCOTT]	FIXED ACCOUNT MINIMUM RATE	[0.25%]
OWNER AGE	[35]	NONFORFEITURE FACTOR	[87.5%]
JOINT OWNER AGE	[35]	PREMIUM BASED CHARGE	[0.50%]

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [Separate Account A]

MORTALITY AND EXPENSE RISK CHARGE: [0.45%] Per annum of the daily Sub-Accounts value.

ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.

ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.

NONFORFEITURE RATE: Your Contract's nonforfeiture interest rates are annual compound interest rates, determined for each calendar year, that equal the interest rates defined below, but not less than 1% nor more than 3%:

The average of the five-year Constant Maturity Treasury rates reported by the Federal Reserve for the month of October in the prior calendar year, reduced by 125 basis points and rounded to the nearest 1/20th of one percent.

CONTRACT DATA PAGE (continued)

FREE WITHDRAWAL AMOUNT (FWA): The amount that can be withdrawn in any Contract Year without incurring a Contingent Deferred Sales Charge (CDSC). This equals the greater of (i) 100% of Remaining Gross Premiums (RGP) made more than [7] year(s) ago plus the greater of (A) or (B), or (ii) (C) where:

(A) = Contract Value as of the withdrawal date minus Remaining Gross Premiums.

(B) = [5%] of Premium Payments made during each of the last [7] year(s) prior to withdrawal per Contract Year on a noncumulative basis.

(C) = The Required Minimum Distribution (RMD) of Your interest in this Contract under current Federal Tax Law, if this Contract is issued as an Individual Retirement Account.

FWA FORMULA:

FWA = Maximum RGP no longer subject to CDSC + maximum (Earnings, [5%] of Premium Payments still subject to CDSC), RMD where:

RGP = Total Premium Payments – cumulative prior withdrawals assessed a CDSC at the time of withdrawal; and

Earnings = Maximum (Contract Value – RGP, 0).

CONTINGENT DEFERRED SALES CHARGE: We may assess a CDSC when You request a full surrender or Partial Withdrawal. The CDSC is based on the amount You choose to surrender or withdrawal and how long your Premium Payments have been in the contract. Each Premium Payment has its own CDSC schedule. Premium Payments are surrendered or withdrawn in the order in which they are received. Amounts surrendered or withdrawn in excess of the FWA are subject to CDSC. The amount assessed a CDSC will not exceed Your RGP as defined above. No CDSC will be assessed if only the FWA is taken.

For any surrender or withdrawal, the amount subject to CDSC will be calculated at the time of withdrawal by dividing (A) by (B) multiplied by (C) where:

(A) = the gross surrender or withdrawal amount minus the FWA

(B) = the Contract Value minus the FWA

(C) = The RGP subject to CDSC

The percentages used to calculate the CDSC are equal to:

<u>CHARGE</u>	<u>NUMBER OF YEARS FROM EACH PREMIUM PAYMENT</u>
[8.5%	0-1
8%	1-2
7%	2-3
6%	3-4
5%	4-5
4%	5-6
3%	6-7]
0%	8 and thereafter

CONTRACT DATA PAGE (continued)

ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:

[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence:
P.O. Box 758507 Topeka, Kansas, 66675-8507

Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502,
Topeka, Kansas, 66675-8502

Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]

RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:

<u>Name</u>	<u>Maximum Charge/Fee</u>
[Nursing Care Waiver of Contingent Deferred Sales Charge Rider	N/A
Return of Premium Death Benefit Rider	0.25% annually]

DEFINITION OF CERTAIN TERMS

Account - Any of the Sub-Accounts or the Fixed Accounts, including the DCA Plus Fixed Account, if applicable.

Accumulation Unit - An accounting unit of measure used to calculate the value of a Sub-Account before Annuity Payments begin.

Annual Maintenance Fee - An amount which, depending on the amount of the Contract Value, may be deducted from the value of the Contract on each Contract Anniversary and upon full surrender of this Contract. The Annual Maintenance Fee is shown on the Contract Data Page.

Annuitant - The person upon whose life the Annuity Payments may be based. The Annuitant may not be changed at any time if the Owner is a non-natural person. The Annuitant may not be changed after the Annuity Commencement Date.

Annuity Calculation Date - The date on which the first Annuity Payment will be calculated. It will be no more than five Valuation Days prior to the Annuity Commencement Date.

Annuity Commencement Date - The date on which Annuity Payments begin as described under Settlement Provisions in this Contract.

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

Annuity Payment Frequency - The frequencies at which Annuity Payments may be made. The frequencies are monthly, quarterly, semi-annually, and annually, subject to availability.

Annuity Service Center - All correspondence concerning this Contract should be sent to Our Annuity Service Center shown on the Contract Data Page.

Beneficiary - The person You name to receive a Death Benefit payable under this Contract.

Commuted Value - The present value of the remaining guaranteed Annuity Payments.

Contract Anniversary - An anniversary of the Issue Date.

Contract Value - The aggregate value of the Accounts on any Valuation Day.

Contract Maturity Date - The later of (i) the tenth Contract Anniversary or (ii) the Valuation Day immediately following the oldest Owner's 90th birthday; or, in the case of a non-natural Owner, the Valuation Day immediately following the Annuitant's 90th birthday.

Contract Year - A period of 12 months commencing with the Issue Date or each anniversary thereafter.

DCA Plus Fixed Account - Part of Our General Account to which You may allocate all or a part of Your premium payments. Allocations will be systematically transferred to Sub-Account(s) as described below in "DCA Plus Fixed Account". We may, at any time, close the DCA Plus Fixed Account to subsequent premium payments and will not allow You to allocate any portion of Your Contract Value to the DCA Plus Fixed Account. Any allocations to the DCA Plus Fixed Account(s) will be accounted for on a first in, first out basis. The DCA Plus Fixed Account must transfer to the Sub-Accounts over a 6 or 12 month period.

Death Benefit - The amount that We will pay upon the death of the Owner or the Annuitant, as applicable. If there are joint Owners, the Death Benefit will pay upon the first death of an Owner.

Due Proof of Death - A certified copy of a death certificate, an order of a court of competent jurisdiction, or any other proof, acceptable to Us.

Fixed Account – Part of Our General Account to which all or a part of the Contract Value may be allocated. The Fixed Account accumulates interest. We may restrict Your ability to allocate Contract Value or make premium payments to the Fixed Account at any time. We may close the Fixed Account to subsequent payments or any transfers of Contract Value from the Sub-Account(s) to the Fixed Account. We may also make the Fixed Account available only through enrollment in one or more Programs that We establish. Our decision to take any of the aforementioned actions will be based on the prevalent level of interest rates, thirty days advance written notice to You will be given. Any transfers, deductions or surrenders from the Fixed Account(s) will be accounted for on a first in, first out basis.

Fixed Account Interest Rate – A rate, determined by Us, not less than the minimum rate specified on the Contract Data Page. We will determine the Fixed Account Interest Rate such that Your Surrender Value shall meet or exceed the Minimum Nonforfeiture Amount pursuant to the nonforfeiture law of the state where this Contract was issued for delivery. This rate will be renewed annually. We may credit additional interest at Our sole discretion.

Free Withdrawal Amount - The amount that can be withdrawn in any Contract Year without incurring a CDSC.

Funds - The securities which underlie Your Sub-Accounts.

General Account - All of Our assets other than those allocated to the Separate Account.

Guaranteed Payment Period – The period of time during which Annuity Payments are certain and guaranteed.

Initial Premium – Premium Payments made within 90 days of the Issue Date.

Internal Revenue Code - The United States Internal Revenue Code of 1986, as amended or any successor law.

Internal Revenue Service - The United States Internal Revenue Service or any successor agency.

Issue Date - The date as of which the Contract is established for You by Us. The Issue Date is shown on the Contract Data Page.

Joint Annuitant - Upon annuitization, a person other than the Annuitant on whose continuation of life Annuity Payments may be made. The Contract will have a Joint Annuitant only if the Annuity Option selected provides for a survivor. The Joint Annuitant may not be changed.

Minimum Nonforfeiture Amount – The minimum value of the Fixed Account available under this annuity Contract. The Minimum Nonforfeiture Amount prior to the Annuity Commencement Date shall be equal to an accumulation of the Nonforfeiture Factor, shown on the Contract Data Page, of the gross considerations accumulated at the Nonforfeiture Rate, set forth on the Contract Data Page, less any applicable annual maintenance fees, taxes and surrenders.

Owner(s) - The owner(s) or holder of the Contract.

Payee - The person, designated by You, to whom Annuity Payments will be made.

Partial Withdrawal – A withdrawal of a portion of the Contract Value, which may be subject to charges if applicable.

Premium Based Charge – A charge based on total RGP. The Premium Based Charge is shown on the Contract Data Page.

Premium Tax - The amount of tax, if any, charged by a federal, state, or other governmental entity on Premium Payments or Contract Values. If this Contract is subject to a Premium Tax, We may deduct the tax at the time We pay the tax, the Contract is surrendered or paid as a Death Benefit or on the Annuity Commencement Date. If We deduct the tax after Your Premium Payments have been applied to the Accounts, the tax will be deducted from the Accounts on a pro-rata basis.

Quarterly Contract Anniversary – Each successive three-month anniversary of the Issue Date of the Contract.

Remaining Gross Premiums (RGP) - Total premium payments minus prior withdrawals that are assessed CDSC at the time of withdrawal.

Separate Account - An account that We established to separate the assets funding the variable benefits for this type of contract from Our other assets. The assets in the Separate Account are not chargeable with liabilities arising out of any other business We may conduct. The name of the Separate Account is shown on the Contract Data Page.

Sub-Account - The subdivisions of the Separate Account which are used to allocate Your Contract Value allocated to the Separate Account among the corresponding Funds.

Surrender Value - The Contract Value prior to the Annuity Commencement Date, less any applicable contingent deferred sales charges, Premium Taxes, applicable rider fee, applicable Premium Based Charge, and/or Annual Maintenance Fee.

Valuation Day - Every day the New York Stock Exchange is open for trading. The value of the Separate Account is determined at the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

Valuation Period - The period of time between the close of business on successive Valuation Days.

We, Us, Our - The company referred to on the first page of this Contract.

You, Your - The Owner(s).

PREMIUM PAYMENTS

Premium Payments

Premium Payments are payable at the Annuity Service Center. Payments may be made by check or by any other method that We deem acceptable.

The initial Premium Payment is shown on the Contract Data Page. This is a flexible premium annuity. We may accept additional payments. The additional payments must be at least equal to the minimum subsequent Premium Payment shown on the Contract Data Page. Our approval is required for any Premium Payment if the aggregate of all Premium Payments received from You under all deferred variable annuity contracts issued by Us or Our affiliates then equals or exceeds \$1,000,000. Our approval is also required for any Premium Payment if the aggregate of all Premium Payments received from You under this Contract exceeds 150% of the Initial Premium.

If You are exchanging from one of Our existing contracts, You may be eligible for certain credits applied to the amount exchanged. Eligibility for such credits will be extended to all members of any class of business We designate.

Allocation of Premium Payments

Premium Payments will be allocated to each Account according to Your instructions subject to Our minimum amount(s) then in effect. Any subsequent Premium Payments will be allocated to Accounts in accordance with the most recent Premium Payment allocation instructions that We received.

VALUATION PROVISIONS

Net Premium Payments

A Net Premium is the Premium Payment, less Premium Taxes, if applicable, that is applied to purchase Fixed Account values or Sub-Account Accumulation Units with respect to the Sub-Account(s) that You have selected.

The number of Accumulation Units credited to each Sub-Account is determined by dividing the net Premium Payment allocated to a Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account. This is computed in compliance with Securities and Exchange Commission regulations. The number of Accumulation Units will not be affected by any subsequent change in the value of such Accumulation Units. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day as described below.

Net Investment Factor

The net investment factor for each of the Sub-Accounts is equal to:

- a) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the Valuation Period; divided by
- b) the net asset value per share of the corresponding Fund at the beginning of the Valuation Period; multiplied by
- c) the daily expense factor for mortality and expense risk charge, any applicable administration charge shown on the Contract Data Page, and the asset based charge for elected optional riders, if any, adjusted for the number of days in the Valuation Period.

Accumulation Unit Value

The value of an Accumulation Unit for each Sub-Account of the Separate Account will vary to reflect the investment experience of the applicable Funds. It will be determined by multiplying:

- a) the value of the Accumulation Unit for that Sub-Account as of the preceding Valuation Day by
- b) the net investment factor for that Sub-Account for the Valuation Day for which the Accumulation Unit value is being calculated.

The value of the Sub-Account as of each Valuation Day is then determined by multiplying:

- a) the number of Accumulation Units in that Sub-Account by
- b) the Accumulation Unit value as of that Valuation Day.

Fixed Account Value

We will determine the value of the Fixed Account by crediting interest daily at the effective annual Fixed Account Interest Rate. The Fixed Account Value equals:

- a) the initial net Premium Payment; plus
- b) subsequent net Premium Payment(s); plus
- c) interest credited to the Fixed Account; plus
- d) transfers made to the Fixed Account; minus
- e) transfers made from the Fixed Account; minus
- f) any Partial Withdrawals taken; minus
- g) the Annual Maintenance Fee as described below, if applicable, deducted on the Contract Anniversary and upon full surrender of the contract.

Annual Maintenance Fee

During each year that this contract is in force prior to the Annuity Commencement Date, the Annual Maintenance Fee, if applicable, will be deducted on the Contract Anniversary and upon full surrender of the Contract. The fee will be charged against the Contract Value by reducing the Fixed Account value, and with respect to the Sub-Accounts, the number of Accumulation Units held as of that date. The fee will be charged on a pro-rata basis with respect to each active Account. The number of Accumulation Units deducted from each Sub-Account is determined by dividing the pro-rata portion of the Annual Maintenance Fee by the value of an Accumulation Unit for the applicable Sub-Account.

Premium Based Charge

The Premium Based Charge is designed to compensate Us for a portion of Our acquisition expenses, including promotion and distribution of the Contract. We will apply an annual Premium Based Charge against each Premium Payment made to this Contract. This charge will be deducted from the Contract Value on the Quarterly Contract Anniversary. The amount of the Premium Based Charge assessed on any Quarterly Contract Anniversary will equal the Premium Based Charge multiplied by total RGP, divided by four. The entire Premium Based Charge will be deducted only from Contract Value invested in Sub-Accounts on a pro-rata basis with respect to each active Sub-Account. The number of Accumulation Units deducted from each Sub-Account is determined by dividing the pro-rata portion of the Premium Based Charge by the value of an Accumulation Unit for the applicable Sub-Account.

TRANSFERS BETWEEN ACCOUNTS

Transfers Between Accounts

You may transfer Contract Values held in the Accounts into other Accounts before the Annuity Commencement Date. We may, according to Our then current policies and procedures, restrict or terminate Your transfer privileges if We determine, in Our sole discretion, that You have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other Owners.

We may establish, from time to time, restrictions, policies, and procedures, which We may modify or terminate at any time, relating to transfers between Accounts that We determine are competing investment choices. We may, according to Our then current policies and procedures, restrict or terminate Your ability to transfer Contract Values between any Accounts that We determine are competing investment choices. We may also establish time periods during which We may restrict or terminate Your ability to transfer any Contract Values into an Account if, during the time period We establish, Contract Values were transferred out of a competing investment choice of such Account.

The right to make transfers between Sub-Accounts is subject to modification if We determine, in Our opinion, that exercising that right by one or more Owners is, or would be, to the disadvantage of other Owners. Any modification could be applied to transfers to or from some or all of the Sub-Accounts and could include, but not be limited to:

- a) the requirement of a minimum time period between each transfer;
- b) not accepting transfer requests of an agent acting under a power of attorney or on behalf of more than one Owner, or
- c) limiting the dollar amount that may be transferred between the Sub-Accounts by an Owner at any one time.

Such restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by Us to be to the disadvantage of other Owners.

No transfers may be made after the Annuity Commencement Date.

Dollar Cost Averaging and Other Programs

From time to time, We may offer various programs, including, but not limited to, systematic transfer or dollar cost averaging programs, enhanced interest rate dollar cost averaging programs, interest averaging programs, and various other programs ("Program").

You may obtain the applicable rules, restrictions, credited rate (if applicable) and the duration for a Program when You enroll in the Program. You may terminate participation in a Program at any time by calling or writing Us.

We may discontinue, modify or amend any Program that We establish. Any change to a Program will not affect Owners currently enrolled in the Program during the term of their existing enrollment.

DCA Plus Fixed Account

We, in Our sole discretion, may offer and You may enroll in DCA Plus Fixed Account. Prior to enrollment, You may obtain the available Account(s), duration(s), or credited rates. You may enroll in more than one DCA Plus Fixed Accounts at any one time, but You may not have more than five DCA Plus Fixed Accounts at any one time.

Election of DCA Plus Fixed Account requires that an amount at least equal to Our minimum premium amount then in effect must be deposited in a DCA Plus Fixed Account. The DCA Plus Fixed Account is part of the Company's General Account. The election must be made for a period of six months or twelve months.

The funds in a DCA Plus Fixed Account will be systematically transferred to Sub-Account(s) designated by You on a monthly basis. You may change Your Sub-Account designations while a DCA Plus Fixed Account is in effect. We will terminate regularly scheduled transfers if fund balances are inadequate to execute the requested transfers.

You may terminate participation in the DCA Plus Fixed Account at any time by calling or writing Us. In such event, the remaining balance in the DCA Plus Fixed Account(s) will be transferred to the Account(s) designated by You.

DCA Plus Fixed Account Interest Rate – We may credit different rates of interest, but never less than 0.25%, to a DCA Plus Fixed Account. Once a DCA Fixed Account Plus program has begun, the rate will not change.

DCA Plus Fixed Account Value - We will determine the value of the DCA Plus Fixed Account(s) by crediting interest daily at the effective annual DCA Plus Fixed Account Interest Rate.

Transfers Between the Fixed Account and the Sub-Account(s)

The maximum amount transferable from the Fixed Account during the Contract Year is the greater of:

- a) 30% of the Fixed Account value as of the last Contract Anniversary, or
- b) the largest sum of Your prior transfers from the Fixed Account in any one Contract Year.

These limitations also apply to systematic transfers from the Fixed Account, except for certain Programs specified by Us.

However, if the interest rate is renewed at a rate that is more than one percent below the previous rate, You may transfer a dollar amount up to 100% of the Fixed Account dollar value receiving that reduced rate within 60 days of notification of the interest rate decrease.

Transfers may not be made from any Sub-Account(s) into the Fixed Account for the six-month period following the most recent transfer from the Fixed Account into any Sub-Account(s).

We may defer any transfers or surrenders from the Fixed Account for up to six months from the date of request.

CONTRACT CONTROL PROVISIONS

Annuitant, Owner

The designations of Owner and Annuitant will remain in effect until You change them. The designation of the Owner may be changed at any time by written notice to Us. The designation of the Annuitant may be changed at any time prior to the Annuity Commencement Date by written notice to Us; however, the Annuitant may not be changed in a Contract which is owned by a non-natural person.

Ownership

You have the sole power to exercise all the rights, options, and privileges granted by this Contract or permitted by Us and to agree with Us to any change in or amendment to the Contract. Your rights will be subject to the rights of any assignee of record with Us and of any irrevocably designated Beneficiary. In the case of joint Owners, each Owner alone may exercise all rights, options, and privileges, except with respect to the surrender, Partial Withdrawal, selection of an Annuity Option, change of Beneficiary and change of ownership.

Beneficiary

The designated Beneficiary will remain in effect until You change it. The designated Beneficiary may be changed by written notice to Us at the Annuity Service Center. If the designated Beneficiary has been designated irrevocably, the designation cannot be changed or revoked without such Beneficiary's written consent. Upon receipt of written notice and consent, if required by Us, the new designation will take effect as of the date the notice is signed, whether or not the Owner is alive at the time of receipt. Any payments made or other action taken by Us before the receipt of the notice will not be subject to the requested change.

Subject to any tax qualification requirements under the Internal Revenue Code, Our then policies and procedures, and subject to the paragraph entitled "Distribution Requirements" of this Contract, a Beneficiary may designate another individual or entity to receive, upon the death of the Beneficiary, any remaining interest of the Beneficiary in the Contract.

GENERAL PROVISIONS

The Contract

This Contract and the endorsements or riders, if any, constitute the entire contract.

Contract Modification

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 Secretary.

Fund Modification

We reserve the right, subject to any applicable law, to make certain changes, including the right to add, eliminate, or substitute any investment options offered under the Contract.

Minimum Value Statement

Any Surrender Values, Death Benefits, or settlement provisions available under this Contract equal or exceed those required by the state in which the Contract is delivered.

Non-Participating

This Contract does not share in Our surplus earnings. That portion of the Separate Account assets equal to the reserves and other Contract liabilities will not be chargeable with liabilities arising out of any other business We may conduct.

Misstatement of Age and Gender

If the age or gender of the Annuitant has been misstated, the amount of the annuity payable by Us will be adjusted based on the correct information without changing the date of the first payment. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

If the age of the Annuitant or Owner has been misstated, the amount of any Death Benefit payable will be determined based upon the correct age of the Annuitant or Owner.

Incontestability

We will not contest this Contract as of the Issue Date.

Reports to the Owner

You will be sent copies of any shareholder reports of the Funds and of any other notices, reports or documents required by law to be delivered to You. At least annually, a statement of the Contract Value will be sent to You.

Voting Rights

We will notify You of any Fund shareholder's meetings at which the shares held for Your account may be voted. We will send proxy materials and instructions for You to vote the shares held for Your account. We will arrange for the handling and tallying of proxies received from Owners. We will vote the Fund shares held by Us in accordance with the instructions received from Owners. You may attend any meeting, where shares held for Your benefit, will be voted.

In the event that You give no instructions or leave the manner of voting discretionary, We will vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions have been received. Also, We will vote the Fund shares in this proportionate manner which are held by Us for Our own account.

Change in the Operation of the Separate Account

At Our election and subject to any necessary vote by persons having the right to give instructions on the voting of the Fund shares held by the Sub-Accounts, the Separate Account may be operated as a management company under the Investment Company Act of 1940 or any other form permitted by law, may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required, or may be combined with one or more Separate Accounts.

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 by Us.

Tax Qualification

This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted to ensure and maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract to conform to any changes in the tax qualification requirements under the applicable provisions of the Internal Revenue Code.

SURRENDERS AND WITHDRAWALS**Full Surrender Prior to the Annuity Commencement Date**

At any time prior to the Annuity Commencement Date, You have the right to terminate the Contract by submitting a written request to Us at the Annuity Service Center. In such event, the Surrender Value of the Contract may be taken in the form of a cash settlement.

The Surrender Value of the Contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted;
- b) the Annual Maintenance Fee shown on the Contract Data Page;
- c) any applicable contingent deferred sales charge shown on the Contract Data Page; and
- d) any applicable Premium Based Charge shown on the Contract Data Page

Partial Withdrawals Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a Partial Withdrawal of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the withdrawal is at least equal to the Minimum Contract Value shown on the Contract Data Page. If the remaining Contract Value following such withdrawal is less than Our Minimum Contract Value, We may terminate the Contract and pay the Surrender Value.

We reserve the right to increase the Minimum Contract Value at Our discretion, but in no event will it exceed \$10,000.

The CDSC will be assessed against any Contract Values withdrawn as described on the Contract Data Page. However, on a noncumulative basis, You may make Partial Withdrawals during any Contract Year, up to the FWA shown on the Contract Data Page and the CDSC will not be assessed against such amounts. Withdrawal of Contract Values in excess of the Free Withdrawal Amount made in any Contract Year will be subject to the CDSC, as described on the Contract Data Page, if applicable.

Surrenders after the Annuity Commencement Date

You may surrender all or portions of Your Contract attributable to Guaranteed Payment Period payments if You selected an annuity under Option 3 (Life Annuity with Payments for Guaranteed Payment Period), Option 5 (Joint and Last Survivor Life Annuity with Payments for Guaranteed Payment Period), or Option 6 (Guaranteed Payment Period).

We pay You the Commuted Value of the amounts surrendered that We would have paid during the Guaranteed Payment Period, minus any applicable contingent deferred sales charge. Your surrender must occur during the Guaranteed Payment Period.

For Options 3, and 5, on the date the Guaranteed Payment Period would have expired had it not been surrendered and if the Annuitant is living, Annuity Payments will resume and will cease with the last payment due prior to the death of the Annuitant.

To calculate the Commuted Value We will use an interest rate We determine at Our discretion.

Payment on Surrender - Deferral of Payment

Payment on any request for Partial Withdrawal or Surrender will be made as soon as possible and with respect to Contract Values in the Sub-Accounts, within seven days after the written request is received by Us in good order. However, such payment may be subject to postponement:

- a) for any period during which the New York Stock Exchange is closed or during which trading on the New York Stock Exchange is restricted;
- b) for any period during which an emergency exists as a result of which (i) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (ii) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined;
- c) for such other periods as the Securities and Exchange Commission ("SEC") may, by order, permit for the protection of the Owners. The conditions under which trading will be deemed to be restricted or any emergency will be deemed to exist will be determined by rules and regulations of the SEC.
- d) with respect to a money market Sub-Account, if the board of directors of the underlying money market Fund suspends redemptions from the Fund in connection with the Fund's plan of liquidation, in compliance with rules of the SEC or an order of the SEC.

Additionally, subject to applicable law, We may defer payment of any amounts from the Fixed Account and the DCA Plus Fixed Account for up to six months from the date we receive Your request to surrender, subject to Our making a written request and receiving written approval by the Insurance Commissioner of the state in which this contract is issued where required by law. Our written request to the Insurance Commissioner will provide the reason for Our request to defer payment. We will notify You within 15 days of our intent to defer payment of Your surrender in accordance with this provision. If We defer payment for more than 30 days, We will pay interest per annum of at least the statutory required minimum interest rate then in effect on the amount deferred.

DEATH BENEFITS

Death of Owner Before the Annuity Commencement Date

We pay a Death Benefit before the Annuity Commencement Date if the Owner dies. If

- a) the joint Owner is living, the joint Owner will become the Beneficiary. In this case, the rights of the designated Beneficiary are voided;
- b) there is no surviving joint Owner, the designated Beneficiary will be the Beneficiary; or
- c) no Beneficiary designation is in effect or the designated Beneficiary has predeceased the Owner, the Owner's estate shall be the Beneficiary.

Death of Owner On or After the Annuity Commencement Date

If the Owner dies after the Annuity Commencement Date, the Beneficiary will become the Owner.

Death of Annuitant Before, On or After the Annuity Commencement Date

If an Annuitant who is not an Owner dies before the Annuity Commencement Date, 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 Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant on or after the Annuity Commencement Date, the death benefit will be paid 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 time of the Annuitant's death.

Calculation of the Death Benefit

If a Death Benefit is payable before the Annuity Commencement Date, the Death Benefit payable will be calculated as of the date We receive written notification of Due Proof of Death at the Annuity Service Center.

If the calculated Death Benefit exceeds the Contract Value, the difference will be allocated to the Sub-Account(s) in accordance with the last Sub-Account allocation instructions received from the Owner. During the time period between Our receipt of written notification of Due Proof of Death and Our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to market fluctuations.

If a Death Benefit is payable after the Annuity Commencement Date, the Death Benefit will be calculated as of the date We receive both written notification of Due Proof of Death and written instructions as in the manner described in the annuity payout option then in effect.

Death Benefit Before the Annuity Commencement Date

The Death Benefit payable is equal to the greater of:

- a) Contract Value, or
- b) the greatest Death Benefit payable under any rider or endorsement made part of this Contract.

Settlement of the Death Benefit

The Death Benefit may be taken in one sum or under any of the settlement options then being offered by Us subject, however, to the Distribution Requirements below. The Beneficiary may elect any available settlement option, unless the Owner has designated the settlement option for that Beneficiary. The available settlement options include any of the Annuity Options under this Contract or any other options then being offered by Us.

As of the date of receipt of complete disbursement instructions from the Beneficiary, the amount to be paid or applied to a selected settlement option will be computed. When there is more than one Beneficiary, the amount will be calculated for each Beneficiary's share of the proceeds and paid or applied to a selected settlement option according to and upon each Beneficiary's instructions. If the date of receipt of complete instructions falls on a non-Valuation Day, the amount will be computed on the next Valuation Day.

When payment is taken in one sum, payment from the Sub-Accounts will be made within 7 days of Our receipt of complete instructions, except when We are permitted to defer such payment under the Investment Company Act of 1940 or any other applicable state or federal law.

Distribution Requirements

Subject to the Alternative Election or Spouse Beneficiary provisions below,

- a) If any Owner dies before the Annuity Commencement Date, the entire interest in the Contract will be distributed within five years after such death; and
- b) If any Owner dies on or after the Annuity Commencement Date, and before the entire interest in the Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of such death.

If the Owner is a non-natural person, then for purposes of the preceding paragraph a or b, the Annuitant will be treated as the Owner.

If the Owner dies before the Annuity Commencement Date, proceeds from the Death Benefit can be left with Us for a period not to exceed five years from the date of the Owner's death. The proceeds will remain in the Sub-Account(s) to which they were allocated at the time of death unless the Beneficiary elects to reallocate them. Partial Withdrawals or Surrenders may be made at any time. In the event of withdrawals, the remaining value will equal the Contract Value of the proceeds left with Us, minus any withdrawals.

Alternative Election to Satisfy Distribution Requirements

If any portion of the interest of an Owner described above is payable to or for the benefit of a designated Beneficiary, and the Beneficiary elects after the Owner's death to have the benefit distributed over a period that:

- a) does not extend beyond such Beneficiary's life (or life expectancy); and
- b) does commence within one year of the Owner's date of death, then for purposes of satisfying the Distribution Requirements above, the benefit will be treated as distributed entirely on the date such periodic distributions begin.

Spouse Beneficiary

If the Owner's spouse becomes the Beneficiary by reason of the Owner's death that portion of the Contract for which the spouse is the Beneficiary will continue with the spouse as the Owner, unless the spouse elects to be paid a Death Benefit option. This provision will apply only once with respect to this Contract.

If the Contract continues with the spouse as the Owner, the Death Benefit will be calculated on receipt of Due Proof of Death. If the Contract Value is less than the calculated Death Benefit amount, the Contract Value will be increased to equal the Death Benefit.

ANNUITY PROVISIONS

Annuity Commencement Date

The Annuity Commencement Date is shown on the Contract Data Page. You may change the date by notifying Us prior to the Annuity Commencement Date. The date cannot be deferred beyond the Contract Maturity Date without our consent.

Election of Annuity Option

After the first Contract Anniversary You may elect, in writing, without deduction of any contingent deferred sales charge, any one of the Annuity Options described below or any annuity option then being offered by Us. The Annuity Option cannot be changed on or after the Annuity Commencement Date. Upon annuitization, Your Contract Value will be moved to the General Account; no CDSC will apply.

If You do not make an election, Annuity Payments will be made under Option 1 (Life Annuity with Cash Refund).

Some of the Annuity Options may not be available if this Contract is issued to qualify under Section 401, 403, or 408 of the Internal Revenue Code. Annuity Option 3 (Life Annuity with 10 Years of Annuity Payments Guaranteed), Option 5 (Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed) and Option 6 (Guaranteed Payment Period) will be available only if the guaranteed payment period is not greater than the life expectancy of the Annuitant at the time the option becomes effective. Such life expectancy will be computed under applicable Internal Revenue Service tables.

Election of Annuity Payment Frequency

Annuity Payments will be made according to the Annuity Payment Frequency that You select. If You do not select a payment frequency, then Annuity Payments will be made quarterly.

Annuity Calculation Date

The Annuity Calculation Date will be no more than five Valuation Days prior to the Commencement.

On the Annuity Calculation Date, Contract Values, net of any Premium Taxes, if applicable, will be applied to the General Account. The payment amount will be based on the greater of current rates or the guaranteed rates shown in the Annuity Tables section below.

Fixed Dollar Annuity Payments

Under a fixed dollar annuity, annuity payments remain level as to dollar amount throughout the payment period.

Minimum Annuity Payment

The Annuity Payments must be at least equal to the Minimum Annuity Payment Amount shown on the Contract Data Page. If at any time, payments are less than the Minimum Annuity Payment Amount, We have the right to change the Annuity Payment Frequency to meet the minimum annuity payment requirements or to may make an alternative arrangement with You.

Annuity Options

You may elect any one of the Annuity Options described below or any other Annuity Option We offer at the time of annuitization.

Option 1 - Life Annuity with Cash Refund – We will make Annuity Payments during the lifetime of the Annuitant. If the sum of such Annuity Payments at the time of the Annuitant's death does not equal or exceed the Contract Value, net of Premium Taxes, if applicable, as of the Annuity Commencement Date, We will pay Your Beneficiary the difference between the sum of those Annuity Payments and the Contract Value, net of Premium Taxes on the Annuity Commencement Date.

Option 2 – Life Annuity – We will make Annuity Payments during the lifetime of the annuitant. Annuity Payments will cease with the last payment due prior to the Annuitant's death.

Option 3 – 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 time of the Annuitant's death We have made

Annuity Payments for less than 10 years, 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 will 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 as long as either the Annuitant or the Joint Annuitant is living. 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 Annuity– We will make Annuity Payments for a guaranteed payment period of 10 to 30 years. The payments do not depend on the Annuitant's lifespan.

ANNUITY TABLES

Description of Tables

The Annuity Tables show the minimum dollar amount of monthly Annuity Payments for each \$1,000 applied under each of the Annuity Options. The Annuity Tables for all of the Annuity Options, excluding the Guaranteed Payment Period Annuity option, vary based on the modified age of the Annuitant(s) in accordance with the Modified Age Table. The modified age will equal the Annuitant’s attained age as of the Annuity Commencement Date less a specified number of years, if any, as shown in the Modified Age Table as follows:

Modified Age Table	
Date of First Payment	Age Modification
[Prior to 2025	0 years
2025 - 2034	1 years
2035 - 2044	2 years
2045 - 2054	3 years
2055 or later	Company Discretion]

The mortality assumption for all of the Annuity Options, excluding the Guaranteed Payment Period Annuity option, is based on [the Annuity 2000 Mortality Table projected forward using Improvement Table G, an annuitization year of 2020 and generational mortality improvement based on Improvement Table G for every projection year thereafter]. The interest rate basis for all of the Annuity Options is [0.5%].

For modified ages, combinations of genders, Guaranteed Payment Periods, Annuity Payment Frequencies, and interest rates not shown in these tables, Annuity Payments will be calculated in a manner consistent with the values in these Annuity Tables.

Life Annuity with Cash Refund, Life Annuity and Life Annuity with 10 Years of Annuity Payments Guaranteed

Modified Age	Life Annuity with Cash Refund		Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
65	\$2.84	\$2.71	\$3.69	\$3.28	\$3.61	\$3.25
66	\$2.91	\$2.78	\$3.83	\$3.40	\$3.74	\$3.36
67	\$2.98	\$2.85	\$3.98	\$3.52	\$3.87	\$3.47
68	\$3.06	\$2.93	\$4.13	\$3.65	\$4.01	\$3.60
69	\$3.14	\$3.00	\$4.30	\$3.79	\$4.15	\$3.73
70	\$3.23	\$3.09	\$4.48	\$3.95	\$4.30	\$3.86
71	\$3.31	\$3.17	\$4.67	\$4.11	\$4.45	\$4.01
72	\$3.41	\$3.26	\$4.87	\$4.29	\$4.62	\$4.17
73	\$3.50	\$3.36	\$5.09	\$4.48	\$4.78	\$4.33
74	\$3.61	\$3.46	\$5.32	\$4.69	\$4.96	\$4.50
75	\$3.72	\$3.56	\$5.57	\$4.91	\$5.14	\$4.68
76	\$3.83	\$3.68	\$5.83	\$5.15	\$5.32	\$4.87
77	\$3.95	\$3.79	\$6.12	\$5.41	\$5.51	\$5.07
78	\$4.08	\$3.92	\$6.42	\$5.69	\$5.71	\$5.28
79	\$4.21	\$4.05	\$6.75	\$5.99	\$5.90	\$5.49
80	\$4.35	\$4.19	\$7.10	\$6.32	\$6.10	\$5.70]

Joint and Last Survivor Annuity and Joint and Last Survivor Annuity with 10 Years of Annuity Payments

Joint and Last Survivor Annuity					
		<u>Female Modified Age</u>			
		60	65	70	75
Male Modified Age	60	[\$2.47	\$2.47	\$2.81	\$2.93
	65	\$2.59	\$2.85	\$3.10	\$3.31
	70	\$2.67	\$3.01	\$3.36	\$3.36
	75	\$2.73	\$3.12	\$3.57	\$4.07]

Joint and Last Survivor Annuity with 10 Years of Annuity Payments					
		<u>Female Modified Age</u>			
		60	65	70	75
Male Modified Age	60	[\$2.47	\$2.66	\$2.81	\$2.93
	65	\$2.59	\$2.85	\$3.09	\$3.30
	70	\$2.67	\$3.00	\$3.35	\$3.69
	75	\$2.73	\$3.11	\$3.56	\$4.04]

Guaranteed Payment Period Annuity

Guaranteed Payment Period Annuity							
10 Year	[\$8.54		17 Year	[\$5.11		24 Year	[\$3.68
11 Year	\$7.78		18 Year	\$4.83		25 Year	\$3.54
12 Year	\$7.15		19 Year	\$4.59		26 Year	\$3.41
13 Year	\$6.61		20 Year	\$4.37		27 Year	\$3.29
14 Year	\$6.16		21 Year	\$4.17		28 Year	\$3.18
15 Year	\$5.76		22 Year	\$3.99		29 Year	\$3.08
16 Year	\$5.41]		23 Year	\$3.83]		30 Year	\$2.99]



FORETHOUGHT LIFE INSURANCE COMPANY
[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

Individual Flexible Premium Variable Annuity Contract



Individual Flexible Premium Variable Annuity Contract

FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

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 first of a series of Annuity Payments to the Payee as of the Annuity Commencement Date, if You are living. The manner in which the dollar amount of Annuity Payments is determined is described in this Contract.

This Contract is issued in consideration of the payment of the initial Premium Payment.

This Contract is subject to the laws of the jurisdiction where it is delivered.

The Contract Data Page on Page 3 and the conditions and provisions on this and the following pages are part of the Contract.

RIGHT TO EXAMINE AND RETURN THIS CONTRACT

We want You to be satisfied with the Contract You have purchased. We urge You to closely examine its provisions. If for any reason You are not satisfied, You may cancel the Contract by returning it within 30 days after You receive it. A written request for cancellation must accompany the Contract. Mail or deliver the Contract and written request to Us at the Annuity Service Center address shown on the Contract Data Page or to the agent from whom it was purchased. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. In such an event, We will pay You the Contract Value on the date of surrender, plus any fees and charges deducted from the premiums or imposed under such Contract. For the Separate Account portion, You bear only the investment risk during the period prior to Our receipt of request for cancellation.

Signed for the Company

[

Secretary

President]

Premium Payments are flexible as described herein.

Right to additional information: You may request in writing additional information regarding the benefits and provisions of your Contract, and we will respond to your written request, in writing or verbally, within a reasonable amount of time but in no event not later than ten (10) days from the date on which we received Your written request.

NONPARTICIPATING

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SUB-ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE PROVISIONS ARE DESCRIBED UNDER VALUATION PROVISIONS, PAGE 6.

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CONTRACT DATA PAGE

CONTRACT NUMBER	[SPECIMEN]	ISSUE DATE	[07-14-2012]
ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[01-01-2042]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$10,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
DESIGNATED BENEFICIARY	[ANN SCOTT]	MINIMUM CONTRACT VALUE	[\$2,500]
OWNER	[JAMES SCOTT]	MINIMUM ANNUITY PAYMENT	[\$100]
JOINT OWNER	[JANE SCOTT]		
OWNER AGE	[35]		
JOINT OWNER AGE	[35]		

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [Separate Account A]

MORTALITY AND EXPENSE RISK CHARGE: [1.35%] Per annum of the daily Sub-Accounts value.

ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.

ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.

ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:

[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence:
P.O. Box 758507 Topeka, Kansas, 66675-8507

Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502,
Topeka, Kansas, 66675-8502

Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]

RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:

<u>Name</u>	<u>Maximum Charge/Fee</u>
[Nursing Care Waiver of Contingent Deferred Sales Charge Rider	N/A
Return of Premium Death Benefit Rider	0.25% annually]

DEFINITIONS

Account - Any of the Sub-Accounts.

Accumulation Unit - An accounting unit of measure used to calculate the value of a Sub-Account before Annuity Payments begin.

Annual Maintenance Fee - An amount which, depending on the amount of the Contract Value, may be deducted from the value of the Contract on each Contract Anniversary and upon full surrender of this Contract. The Annual Maintenance Fee is shown on the Contract Data Page.

Annuitant - The person upon whose life the Annuity Payments may be based. The Annuitant may not be changed at any time if the Owner is a non-natural person. The Annuitant may not be changed after the Annuity Commencement Date.

Annuity Calculation Date - The date on which the first Annuity Payment will be calculated. It will be no more than five Valuation Days prior to the Annuity Commencement Date.

Annuity Commencement Date - The date on which Annuity Payments begin as described under Settlement Provisions in this Contract.

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

Annuity Payment Frequency - The frequencies at which Annuity Payments may be made. The frequencies are monthly, quarterly, semi-annually, and annually, subject to availability.

Annuity Service Center - All correspondence concerning this Contract should be sent to Our Annuity Service Center shown on the Contract Data Page.

Beneficiary - The person You name to receive a Death Benefit payable under this Contract.

Commuted Value - The present value of the remaining guaranteed Annuity Payments.

Contract Anniversary - An anniversary of the Issue Date.

Contract Value - The aggregate value of the Accounts on any Valuation Day.

Contract Maturity Date – The later of (i) the tenth Contract Anniversary or (ii) the Valuation Day immediately following the oldest Owner's 90th birthday; or, in the case of a non-natural Owner, the Valuation Day immediately following the Annuitant's 90th birthday.

Contract Year - A period of 12 months commencing with the Issue Date or each anniversary thereafter.

Death Benefit - The amount that We will pay upon the death of the Owner or the Annuitant, as applicable. If there are joint Owners, the Death Benefit will pay upon the first death of an Owner.

Due Proof of Death - A certified copy of a death certificate, an order of a court of competent jurisdiction, or any other proof, acceptable to Us.

Funds - The securities which underlie Your Sub-Accounts.

General Account - All of Our assets other than those allocated to the Separate Account.

Guaranteed Payment Period – The period of time during which Annuity Payments are certain and guaranteed.

Initial Premium – Premium Payments made within 90 days of the Issue Date.

Internal Revenue Code - The United States Internal Revenue Code of 1986, as amended or any successor law.

Internal Revenue Service - The United States Internal Revenue Service or any successor agency.

Issue Date - The date as of which the Contract is established for You by Us. The Issue Date is shown on the Contract Data Page.

Joint Annuitant - Upon annuitization, a person other than the Annuitant on whose continuation of life Annuity Payments may be made. The Contract will have a Joint Annuitant only if the Annuity Option selected provides for a survivor. The Joint Annuitant may not be changed.

Owner(s) - The owner(s) or holder of the Contract.

Payee - The person, designated by You, to whom Annuity Payments will be made.

Partial Withdrawal – A withdrawal of a portion of the Contract Value, which may be subject to charges if applicable.

Premium Tax - The amount of tax, if any, charged by a federal, state, or other governmental entity on Premium Payments or Contract Values. If this Contract is subject to a Premium Tax, We may deduct the tax at the time We pay the tax, the Contract is surrendered or paid as a Death Benefit or on the Annuity Commencement Date. If We deduct the tax after Your Premium Payments have been applied to the Accounts, the tax will be deducted from the Accounts on a pro-rata basis.

Quarterly Contract Anniversary – Each successive three-month anniversary of the Issue Date of the Contract.

Separate Account - An account that We established to separate the assets funding the variable benefits for this type of contract from Our other assets. The assets in the Separate Account are not chargeable with liabilities arising out of any other business We may conduct. The name of the Separate Account is shown on the Contract Data Page.

Sub-Account - The subdivisions of the Separate Account which are used to allocate Your Contract Value allocated to the Separate Account among the corresponding Funds.

Surrender Value - The Contract Value prior to the Annuity Commencement Date, less any applicable Premium Taxes, applicable rider fee, and/or Annual Maintenance Fee.

Valuation Day - Every day the New York Stock Exchange is open for trading. The value of the Separate Account is determined at the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

Valuation Period - The period of time between the close of business on successive Valuation Days.

We, Us, Our - The company referred to on the first page of this Contract.

You, Your - The Owner(s).

PREMIUM PAYMENTS

Premium Payments

Premium Payments are payable at the Annuity Service Center. Payments may be made by check or by any other method that We deem acceptable.

The initial Premium Payment is shown on the Contract Data Page. This is a flexible premium annuity. We may accept additional payments. The additional payments must be at least equal to the minimum subsequent Premium Payment shown on the Contract Data Page. Our approval is required for any Premium Payment if the aggregate of all Premium Payments received from You under all deferred variable annuity contracts issued by Us or Our affiliates then equals or exceeds \$1,000,000. Our approval is also required for any Premium Payment if the aggregate of all Premium Payments received from You under this Contract exceeds 150% of the Initial Premium.

If You are exchanging from one of Our existing contracts, You may be eligible for certain credits applied to the amount exchanged. Eligibility for such credits will be extended to all members of any class of business We designate.

Allocation of Premium Payments

Premium Payments will be allocated to each Account according to Your instructions subject to Our minimum amount(s) then in effect. Any subsequent Premium Payments will be allocated to Accounts in accordance with the most recent Premium Payment allocation instructions that We received.

VALUATION PROVISIONS

Net Premium Payments

A New Premium is the Premium Payment, less Premium Taxes, if applicable, that is applied to purchase Sub-Account Accumulation Units with respect to the Sub-Account(s) that You have selected.

The number of Accumulation Units credited to each Sub-Account is determined by dividing the net Premium Payment allocated to a Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account. This is computed in compliance with Securities and Exchange Commission regulations. The number of Accumulation Units will not be affected by any subsequent change in the value of such Accumulation Units. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day as described below.

Net Investment Factor

The net investment factor for each of the Sub-Accounts is equal to:

- a) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the Valuation Period; divided by
- b) the net asset value per share of the corresponding Fund at the beginning of the Valuation Period; multiplied by
- c) the daily expense factor for mortality and expense risk charge, any applicable administration charge shown on the Contract Data Page, and the asset based charge for elected optional riders, if any, adjusted for the number of days in the Valuation Period.

Accumulation Unit Value

The value of an Accumulation Unit for each Sub-Account of the Separate Account will vary to reflect the investment experience of the applicable Funds. It will be determined by multiplying:

- a) the value of the Accumulation Unit for that Sub-Account as of the preceding Valuation Day by
- b) the net investment factor for that Sub-Account for the Valuation Day for which the Accumulation Unit value is being calculated.

The value of the Sub-Account as of each Valuation Day is then determined by multiplying:

- a) the number of Accumulation Units in that Sub-Account by
- b) the Accumulation Unit value as of that Valuation Day.

Annual Maintenance Fee

During each year that this contract is in force prior to the Annuity Commencement Date, the Annual Maintenance Fee, if applicable, will be deducted on the Contract Anniversary and upon full surrender of the Contract. The fee will be charged against the Contract Value by reducing the number of Accumulation Units held as of that date. The fee will be charged on a pro-rata basis with respect to each active Account. The number of Accumulation Units deducted from each Sub-Account is determined by dividing the pro-rata portion of the Annual Maintenance Fee by the value of an Accumulation Unit for the applicable Sub-Account.

TRANSFERS BETWEEN ACCOUNTS

Transfers Between Accounts

You may transfer Contract Values held in the Accounts into other Accounts before the Annuity Commencement Date. We may, according to Our then current policies and procedures, restrict or terminate Your transfer privileges if We determine, in Our sole discretion, that You have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other Owners.

We may establish, from time to time, restrictions, policies, and procedures, which We may modify or terminate at any time, relating to transfers between Accounts that We determine are competing investment choices. We may, according to Our then current policies and procedures, restrict or terminate Your ability to transfer Contract Values between any Accounts that We determine are competing investment choices. We may also establish time periods during which We may restrict or terminate Your ability to transfer any Contract Values into an Account if, during the time period We establish, Contract Values were transferred out of a competing investment choice of such Account.

The right to make transfers between Sub-Accounts is subject to modification if We determine, in Our opinion, that exercising that right by one or more Owners is, or would be, to the disadvantage of other Owners. Any modification could be applied to transfers to or from some or all of the Sub-Accounts and could include, but not be limited to:

- a) the requirement of a minimum time period between each transfer;
- b) not accepting transfer requests of an agent acting under a power of attorney or on behalf of more than one Owner, or
- c) limiting the dollar amount that may be transferred between the Sub-Accounts by an Owner at any one time.

Such restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right which is considered by Us to be to the disadvantage of other Owners.

No transfers may be made after the Annuity Commencement Date.

Dollar Cost Averaging and Other Programs

From time to time, We may offer various programs, including, but not limited to, systematic transfer or dollar cost averaging programs, enhanced interest rate dollar cost averaging programs, interest averaging programs, and various other programs ("Program").

You may obtain the applicable rules, restrictions, credited rate (if applicable) and the duration for a Program when You enroll in the Program. You may terminate participation in a Program at any time by calling or writing Us.

We may discontinue, modify or amend any Program that We establish. Any change to a Program will not affect Owners currently enrolled in the Program during the term of their existing enrollment..

CONTRACT CONTROL PROVISIONS

Annuitant, Owner

The designations of Owner and Annuitant will remain in effect until You change them. The designation of the Owner may be changed at any time by written notice to Us. The designation of the Annuitant may be changed at any time prior to the Annuity Commencement Date by written notice to Us; however, the Annuitant may not be changed in a Contract which is owned by a non-natural person.

Ownership

You have the sole power to exercise all the rights, options, and privileges granted by this Contract or permitted by Us and to agree with Us to any change in or amendment to the Contract. Your rights will be subject to the rights of any assignee of record with Us and of any irrevocably designated Beneficiary. In the case of joint Owners, each Owner alone may exercise all rights, options, and privileges, except with respect to the surrender, Partial Withdrawal, selection of an Annuity Option, change of Beneficiary and change of ownership.

Beneficiary

The designated Beneficiary will remain in effect until You change it. The designated Beneficiary may be changed by written notice to Us at the Annuity Service Center. If the designated Beneficiary has been designated

irrevocably, the designation cannot be changed or revoked without such Beneficiary's written consent. Upon receipt of written notice and consent, if required by Us, the new designation will take effect as of the date the notice is signed, whether or not the Owner is alive at the time of receipt. Any payments made or other action taken by Us before the receipt of the notice will not be subject to the requested change.

Subject to any tax qualification requirements under the Internal Revenue Code, Our then policies and procedures, and subject to the paragraph entitled "Distribution Requirements" of this Contract, a Beneficiary may designate another individual or entity to receive, upon the death of the Beneficiary, any remaining interest of the Beneficiary in the Contract.

GENERAL PROVISIONS

The Contract

This Contract and the endorsements or riders, if any, constitute the entire contract.

Contract Modification

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 Secretary.

Fund Modification

We reserve the right, subject to any applicable law, to make certain changes, including the right to add, eliminate, or substitute any investment options offered under the Contract.

Minimum Value Statement

Any Surrender Values, Death Benefits, or settlement provisions available under this Contract equal or exceed those required by the state in which the Contract is delivered.

Non-Participating

This Contract does not share in Our surplus earnings. That portion of the Separate Account assets equal to the reserves and other Contract liabilities will not be chargeable with liabilities arising out of any other business We may conduct.

Misstatement of Age and Gender

If the age or gender of the Annuitant has been misstated, the amount of the annuity payable by Us will be adjusted based on the correct information without changing the date of the first payment. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

If the age of the Annuitant or Owner has been misstated, the amount of any Death Benefit payable will be determined based upon the correct age of the Annuitant or Owner.

Incontestability

We will not contest this Contract as of the Issue Date.

Reports to the Owner

You will be sent copies of any shareholder reports of the Funds and of any other notices, reports or documents required by law to be delivered to You. At least annually, a statement of the Contract Value will be sent to You.

Voting Rights

We will notify You of any Fund shareholder's meetings at which the shares held for Your account may be voted. We will send proxy materials and instructions for You to vote the shares held for Your account. We will arrange for the handling and tallying of proxies received from Owners. We will vote the Fund shares held by Us in accordance with the instructions received from Owners. You may attend any meeting where shares held for Your benefit will be voted.

In the event that You give no instructions or leave the manner of voting discretionary, We will vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions have been received. Also, We will vote the Fund shares in this proportionate manner which are held by Us for Our own account.

Change in the Operation of the Separate Account

At Our election and subject to any necessary vote by persons having the right to give instructions on the voting of the Fund shares held by the Sub-Accounts, the Separate Account may be operated as a management company under the Investment Company Act of 1940 or any other form permitted by law, may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required, or may be combined with one or more Separate Accounts.

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 by Us.

Tax Qualification

This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted to ensure and maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract to conform to any changes in the tax qualification requirements under the applicable provisions of the Internal Revenue Code.

SURRENDERS AND WITHDRAWALS

Full Surrender Prior to the Annuity Commencement Date

At any time prior to the Annuity Commencement Date, You have the right to terminate the Contract by submitting a written request to Us at the Annuity Service Center. In such event, the Surrender Value of the Contract may be taken in the form of a cash settlement.

The Surrender Value of the Contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted; and
- b) the Annual Maintenance Fee shown the Contract Data Page.

Partial Withdrawals Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a Partial Withdrawal of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the withdrawal is at least equal to Our Minimum Contract Value on the Contract Data Page. If the remaining Contract Value following such withdrawal is less than the Minimum Contract Value shown on the Contract Data Page, We may terminate the Contract and pay the Surrender Value.

We reserve the right to increase the Minimum Contract Value at Our discretion, but in no event will it exceed \$10,000.

Surrenders after the Annuity Commencement Date

You may surrender all or portions of Your Contract attributable to Guaranteed Payment Period payments if You selected an annuity under Option 3 (Life Annuity with Payments for Guaranteed Payment Period), Option 5 (Joint and Last Survivor Life Annuity with Payments for Guaranteed Payment Period), or Option 6 (Guaranteed Payment Period).

We pay You the Commuted Value of the amounts surrendered that We would have paid during the Guaranteed Payment Period. Your surrender must occur during the Guaranteed Payment Period.

For Options 3, and 5, on the date the Guaranteed Payment Period would have expired had it not been surrendered and if the Annuitant is living, Annuity Payments will resume and will cease with the last payment due prior to the death of the Annuitant.

To calculate the Commuted Value We will use an interest rate We determine at Our discretion.

Payment on Surrender - Deferral of Payment

Payment on any request for Partial Withdrawal or Surrender will be made as soon as possible and with respect to Contract Values in the Sub-Accounts, within seven days after the written request is received by Us in good order. However, such payment may be subject to postponement:

- a) for any period during which the New York Stock Exchange is closed or during which trading on the New York Stock Exchange is restricted;
- b) for any period during which an emergency exists as a result of which (i) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (ii) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined;
- c) for such other periods as the Securities and Exchange Commission ("SEC") may, by order, permit for the protection of the Owners. The conditions under which trading will be deemed to be restricted or any emergency will be deemed to exist will be determined by rules and regulations of the SEC.
- d) with respect to a money market Sub-Account, if the board of directors of the underlying money market Fund suspends redemptions from the Fund in connection with the Fund's plan of liquidation, in compliance with rules of the SEC or an order of the SEC.

DEATH BENEFITS

Death of Owner Before the Annuity Commencement Date

We pay a Death Benefit before the Annuity Commencement Date if the Owner dies. If

- a) the joint Owner is living, the joint Owner will become the Beneficiary. In this case, the rights of the designated Beneficiary are voided;
- b) there is no surviving joint Owner, the designated Beneficiary will be the Beneficiary; or
- c) no Beneficiary designation is in effect or the designated Beneficiary has predeceased the Owner, the Owner's estate shall be the Beneficiary.

Death of Owner On or After the Annuity Commencement Date

If the Owner dies after the Annuity Commencement Date, the Beneficiary will become the Owner.

Death of Annuitant Before, On or After the Annuity Commencement Date

If an Annuitant who is not an Owner dies before the Annuity Commencement Date, 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 Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant on or after the Annuity Commencement Date, the death benefit will be paid 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 time of the Annuitant's death.

Calculation of the Death Benefit

If a Death Benefit is payable before the Annuity Commencement Date, the Death Benefit payable will be calculated as of the date We receive written notification of Due Proof of Death at the Annuity Service Center.

If the calculated Death Benefit exceeds the Contract Value, the difference will be allocated to the Sub-Account(s) in accordance with the last Sub-Account allocation instructions received from the Owner. During the time period between Our receipt of written notification of Due Proof of Death and Our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to market fluctuations.

If a Death Benefit is payable after the Annuity Commencement Date, the Death Benefit will be calculated as of the date We receive both written notification of Due Proof of Death and written instructions as in the manner described in the annuity payout option then in effect.

Death Benefit Before the Annuity Commencement Date

The Death Benefit payable is equal to the greater of:

- a) Contract Value, or
- b) the greatest Death Benefit payable under any rider or endorsement made part of this Contract.

Settlement of the Death Benefit

The Death Benefit may be taken in one sum or under any of the settlement options then being offered by Us subject, however, to the Distribution Requirements below. The Beneficiary may elect any available settlement option, unless the Owner has designated the settlement option for that Beneficiary. The available settlement options include any of the Annuity Options under this Contract or any other options then being offered by Us.

As of the date of receipt of complete disbursement instructions from the Beneficiary, the amount to be paid or applied to a selected settlement option will be computed. When there is more than one Beneficiary, the amount will be calculated for each Beneficiary's share of the proceeds and paid or applied to a selected settlement option according to and upon each Beneficiary's instructions. If the date of receipt of complete instructions falls on a non-Valuation Day, the amount will be computed on the next Valuation Day.

When payment is taken in one sum, payment from the Sub-Accounts will be made within 7 days of Our receipt of complete instructions, except when We are permitted to defer such payment under the Investment Company Act of 1940 or any other applicable state or federal law.

Distribution Requirements

Subject to the Alternative Election or Spouse Beneficiary provisions below,

- a) If any Owner dies before the Annuity Commencement Date, the entire interest in the Contract will be distributed within five years after such death; and
- b) If any Owner dies on or after the Annuity Commencement Date, and before the entire interest in the Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of such death.

If the Owner is a non-natural person, then for purposes of the preceding paragraph a or b, the Annuitant will be treated as the Owner.

If the Owner dies before the Annuity Commencement Date, proceeds from the Death Benefit can be left with Us for a period not to exceed five years from the date of the Owner's death. The proceeds will remain in the Sub-Account(s) to which they were allocated at the time of death unless the Beneficiary elects to reallocate them. Partial Withdrawals or Surrenders may be made at any time. In the event of withdrawals, the remaining value will equal the Contract Value of the proceeds left with Us, minus any withdrawals.

Alternative Election to Satisfy Distribution Requirements

If any portion of the interest of an Owner described above is payable to or for the benefit of a designated Beneficiary, and the Beneficiary elects after the Owner's death to have the benefit distributed over a period that:

- a) does not extend beyond such Beneficiary's life (or life expectancy); and
- b) does commence within one year of the Owner's date of death, then for purposes of satisfying the Distribution Requirements above, the benefit will be treated as distributed entirely on the date such periodic distributions begin.

Spouse Beneficiary

If the Owner's spouse becomes the Beneficiary by reason of the Owner's death that portion of the Contract for which the spouse is the Beneficiary will continue with the spouse as the Owner, unless the spouse elects to be paid a Death Benefit option. This provision will apply only once with respect to this Contract.

If the Contract continues with the spouse as the Owner, the Death Benefit will be calculated on receipt of Due Proof of Death. If the Contract Value is less than the calculated Death Benefit amount, the Contract Value will be increased to equal the Death Benefit.

ANNUITY PROVISIONS

Annuity Commencement Date

The Annuity Commencement Date is shown on the Contract Data Page. You may change the date by notifying Us prior to the Annuity Commencement Date. The date cannot be deferred beyond the Contract Maturity Date without our consent.

Election of Annuity Option

After the first Contract Anniversary You may elect, in writing any one of the Annuity Options described below or any Annuity Option then being offered by Us. The Annuity Option cannot be changed on or after the Annuity Commencement Date. Upon annuitization, Your Contract Value will be moved to the General Account.

If You do not make an election, Annuity Payments will be made under Option 1 (Life Annuity with Cash Refund).

Some of the Annuity Options may not be available if this Contract is issued to qualify under Section 401, 403, or 408 of the Internal Revenue Code. Annuity Option 3 (Life Annuity with 10 Years of Annuity Payments Guaranteed), Option 5 (Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed) and Option 6 (Guaranteed Payment Period) will be available only if the guaranteed payment period is not greater than the life expectancy of the Annuitant at the time the option becomes effective. Such life expectancy will be computed under applicable Internal Revenue Service tables.

Election of Annuity Payment Frequency

Annuity Payments will be made according to the Annuity Payment Frequency that You select. If You do not select a payment frequency, then Annuity Payments will be made quarterly.

Annuity Calculation Date

The Annuity Calculation Date will be no more than five Valuation Days prior to the Commencement.

On the Annuity Calculation Date, Contract Values, net of any Premium Taxes, if applicable, will be applied to the General Account. The payment amount will be based on the greater of current rates or the guaranteed rates shown in the Annuity Tables section below.

Fixed Dollar Annuity Payments

Under a fixed dollar annuity, annuity payments remain level as to dollar amount throughout the payment period.

Minimum Annuity Payment

The Annuity Payments must be at least equal to the Minimum Annuity Payment Amount shown on the Contract Data Page. If at any time, payments are less than the Minimum Annuity Payment Amount, We have the right to change the Annuity Payment Frequency to meet the minimum annuity payment requirements or to may make an alternative arrangement with You.

Annuity Options

You may elect any one of the Annuity Options described below or any other Annuity Option We offer at the time of annuitization.

Option 1 - Life Annuity with Cash Refund – We will make Annuity Payments during the lifetime of the Annuitant. If the sum of such Annuity Payments at the time of the Annuitant's death does not equal or exceed the Contract Value, net of Premium Taxes, if applicable, as of the Annuity Commencement Date, We will pay Your Beneficiary the difference between the sum of those Annuity Payments and the Contract Value, net of Premium Taxes on the Annuity Commencement Date.

Option 2 – Life Annuity – We will make Annuity Payments during the lifetime of the annuitant. Annuity Payments will cease with the last payment due prior to the Annuitant's death.

Option 3 – 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 time of the Annuitant's death We have made Annuity Payments for less than 10 years, 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 will 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 as long as either the Annuitant or the Joint Annuitant is living. 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 Annuity– We will make Annuity Payments for a guaranteed payment period of 10 to 30 years. The payments do not depend on the Annuitant’s lifespan.

ANNUITY TABLES

Description of Tables

The Annuity Tables show the minimum dollar amount of monthly Annuity Payments for each \$1,000 applied under each of the Annuity Options. The Annuity Tables for all of the Annuity Options, excluding the Guaranteed Payment Period Annuity option, vary based on the modified age of the Annuitant(s) in accordance with the Modified Age Table. The modified age will equal the Annuitant’s attained age as of the Annuity Commencement Date less a number of years, if any, as shown in the Modified Age Table as follows:

Modified Age Table	
Date of First Payment	Age Modification
[Prior to 2025	0 years
2025 - 2034	1 years
2035 - 2044	2 years
2045 - 2054	3 years
2055 or later	Company Discretion]

The mortality assumption for all of the Annuity Options, excluding the Guaranteed Payment Period Annuity option, is based on [the Annuity 2000 Mortality Table projected forward using Improvement Table G, an annuitization year of 2020 and generational mortality improvement based on Improvement Table G for every projection year thereafter]. The interest rate basis for all of the Annuity Options is [0.5%].

For modified ages, combinations of genders, Guaranteed Payment Periods, Annuity Payment Frequencies, and interest rates not shown in these tables, Annuity Payments will be calculated in a manner consistent with the values in these Annuity Tables.

Life Annuity with Cash Refund, Life Annuity and Life Annuity with 10 Years of Annuity Payments Guaranteed

Modified Age	Life Annuity with Cash Refund		Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
65	[\$2.84	\$2.71	\$3.69	\$3.28	\$3.61	\$3.25
66	\$2.91	\$2.78	\$3.83	\$3.40	\$3.74	\$3.36
67	\$2.98	\$2.85	\$3.98	\$3.52	\$3.87	\$3.47
68	\$3.06	\$2.93	\$4.13	\$3.65	\$4.01	\$3.60
69	\$3.14	\$3.00	\$4.30	\$3.79	\$4.15	\$3.73
70	\$3.23	\$3.09	\$4.48	\$3.95	\$4.30	\$3.86
71	\$3.31	\$3.17	\$4.67	\$4.11	\$4.45	\$4.01
72	\$3.41	\$3.26	\$4.87	\$4.29	\$4.62	\$4.17
73	\$3.50	\$3.36	\$5.09	\$4.48	\$4.78	\$4.33
74	\$3.61	\$3.46	\$5.32	\$4.69	\$4.96	\$4.50
75	\$3.72	\$3.56	\$5.57	\$4.91	\$5.14	\$4.68
76	\$3.83	\$3.68	\$5.83	\$5.15	\$5.32	\$4.87
77	\$3.95	\$3.79	\$6.12	\$5.41	\$5.51	\$5.07
78	\$4.08	\$3.92	\$6.42	\$5.69	\$5.71	\$5.28
79	\$4.21	\$4.05	\$6.75	\$5.99	\$5.90	\$5.49
80	\$4.35	\$4.19	\$7.10	\$6.32	\$6.10	\$5.70]

Joint and Last Survivor Annuity and Joint and Last Survivor Annuity with 10 Years of Annuity Payments

Joint and Last Survivor Annuity					
		<u>Female Modified Age</u>			
		60	65	70	75
Male Modified Age	60	[\$2.47	\$2.47	\$2.81	\$2.93
	65	\$2.59	\$2.85	\$3.10	\$3.31
	70	\$2.67	\$3.01	\$3.36	\$3.36
	75	\$2.73	\$3.12	\$3.57	\$4.07]

Joint and Last Survivor Annuity with 10 Years of Annuity Payments					
		<u>Female Modified Age</u>			
		60	65	70	75
Male Modified Age	60	[\$2.47	\$2.66	\$2.81	\$2.93
	65	\$2.59	\$2.85	\$3.09	\$3.30
	70	\$2.67	\$3.00	\$3.35	\$3.69
	75	\$2.73	\$3.11	\$3.56	\$4.04]

Guaranteed Payment Period Annuity

Guaranteed Payment Period Annuity							
10 Year	[\$8.54		17 Year	[\$5.11		24 Year	[\$3.68
11 Year	\$7.78		18 Year	\$4.83		25 Year	\$3.54
12 Year	\$7.15		19 Year	\$4.59		26 Year	\$3.41
13 Year	\$6.61		20 Year	\$4.37		27 Year	\$3.29
14 Year	\$6.16		21 Year	\$4.17		28 Year	\$3.18
15 Year	\$5.76		22 Year	\$3.99		29 Year	\$3.08
16 Year	\$5.41]		23 Year	\$3.83]		30 Year	\$2.99]



FORETHOUGHT LIFE INSURANCE COMPANY
[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

Individual Flexible Premium Variable Annuity Contract

CONTRACT DATA PAGE

CONTRACT NUMBER	[SPECIMEN]	ISSUE DATE	[07-14-2012]
ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[01-01-2042]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$10,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
DESIGNATED BENEFICIARY	[ANN SCOTT]	MINIMUM CONTRACT VALUE	[\$2,500]
OWNER	[JAMES SCOTT]	MINIMUM ANNUITY PAYMENT	[\$100]
JOINT OWNER	[JANE SCOTT]	FIXED ACCOUNT MINIMUM RATE	[0.25%]
OWNER AGE	[35]	NONFORFEITURE FACTOR	[87.5%]
JOINT OWNER AGE	[35]	PREMIUM BASED CHARGE	[0.50%]

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [Separate Account A]

MORTALITY AND EXPENSE RISK CHARGE: [0.45%] Per annum of the daily Sub-Accounts value.

ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.

ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.

NONFORFEITURE RATE: Your Contract's nonforfeiture interest rates are annual compound interest rates, determined for each calendar year, that equal the interest rates defined below, but not less than 1% nor more than 3%:

The average of the five-year Constant Maturity Treasury rates reported by the Federal Reserve for the month of October in the prior calendar year, reduced by 125 basis points and rounded to the nearest 1/20th of one percent.

CONTRACT DATA PAGE (continued)

FREE WITHDRAWAL AMOUNT (FWA): The amount that can be withdrawn in any Contract Year without incurring a Contingent Deferred Sales Charge (CDSC). This equals the greater of (i) 100% of Remaining Gross Premiums (RGP) made more than [7] year(s) ago plus the greater of (A) or (B), or (ii) (C) where:

(A) = Contract Value as of the withdrawal date minus Remaining Gross Premiums.

(B) = [5%] of Premium Payments made during each of the last [7] year(s) prior to withdrawal per Contract Year on a noncumulative basis.

(C) = The Required Minimum Distribution (RMD) of Your interest in this Contract under current Federal Tax Law, if this Contract is issued as an Individual Retirement Account.

FWA FORMULA:

FWA = Maximum RGP no longer subject to CDSC + maximum (Earnings, [5%] of Premium Payments still subject to CDSC), RMD where:

RGP = Total Premium Payments – cumulative prior withdrawals assessed a CDSC at the time of withdrawal; and

Earnings = Maximum (Contract Value – RGP, 0).

CONTINGENT DEFERRED SALES CHARGE: We may assess a CDSC when You request a full surrender or Partial Withdrawal. The CDSC is based on the amount You choose to surrender or withdrawal and how long your Premium Payments have been in the contract. Each Premium Payment has its own CDSC schedule. Premium Payments are surrendered or withdrawn in the order in which they are received. Amounts surrendered or withdrawn in excess of the FWA are subject to CDSC. The amount assessed a CDSC will not exceed Your RGP as defined above. No CDSC will be assessed if only the FWA is taken.

For any surrender or withdrawal, the amount subject to CDSC will be calculated at the time of withdrawal by dividing (A) by (B) multiplied by (C) where:

(A) = the gross surrender or withdrawal amount minus the FWA

(B) = the Contract Value minus the FWA

(C) = The RGP subject to CDSC

The percentages used to calculate the CDSC are equal to:

CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT
[8.5%	0-1
8%	1-2
7%	2-3
6%	3-4
5%	4-5
4%	5-6
3%	6-7]
0%	8 and thereafter

CONTRACT DATA PAGE (continued)

ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:

[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence:
P.O. Box 758507 Topeka, Kansas, 66675-8507

Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502,
Topeka, Kansas, 66675-8502

Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]

RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:

<u>Name</u>	<u>Maximum Charge/Fee</u>
[Nursing Care Waiver of Contingent Deferred Sales Charge Rider	N/A
Return of Premium Death Benefit Rider	0.25% annually]

CONTRACT DATA PAGE

CONTRACT NUMBER	[SPECIMEN]	ISSUE DATE	[07-14-2012]
ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[01-01-2042]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$10,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
DESIGNATED BENEFICIARY	[ANN SCOTT]	MINIMUM CONTRACT VALUE	[\$2,500]
OWNER	[JAMES SCOTT]	MINIMUM ANNUITY PAYMENT	[\$100]
JOINT OWNER	[JANE SCOTT]		
OWNER AGE	[35]		
JOINT OWNER AGE	[35]		

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [Separate Account A]

MORTALITY AND EXPENSE RISK CHARGE: [1.35%] Per annum of the daily Sub-Accounts value.

ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.

ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.

ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:

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Topeka, Kansas, 66675-8502

Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]

RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:

<u>Name</u>	<u>Maximum Charge/Fee</u>
[Nursing Care Waiver of Contingent Deferred Sales Charge Rider	N/A
Return of Premium Death Benefit Rider	0.25% annually]

CONTRACT DATA PAGE

CONTRACT NUMBER	[SPECIMEN]	ISSUE DATE	[07-14-2012]
ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[01-01-2042]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$10,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
DESIGNATED BENEFICIARY	[ANN SCOTT]	MINIMUM CONTRACT VALUE	[\$2,500]
OWNER	[JAMES SCOTT]	MINIMUM ANNUITY PAYMENT	[\$100]
JOINT OWNER	[JANE SCOTT]	FIXED ACCOUNT MINIMUM RATE	[0.25%]
OWNER AGE	[35]	NONFORFEITURE FACTOR	[87.5%]
JOINT OWNER AGE	[35]	PREMIUM BASED CHARGE	[0.50%]

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [Separate Account A]

MORTALITY AND EXPENSE RISK CHARGE: [0.80%] Per annum of the daily Sub-Accounts value.

ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.

ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.

NONFORFEITURE RATE: Your Contract's nonforfeiture interest rates are annual compound interest rates, determined for each calendar year, that equal the interest rates defined below, but not less than 1% nor more than 3%:

The average of the five-year Constant Maturity Treasury rates reported by the Federal Reserve for the month of October in the prior calendar year, reduced by 125 basis points and rounded to the nearest 1/20th of one percent.

CONTRACT DATA PAGE (continued)

FREE WITHDRAWAL AMOUNT (FWA): The amount that can be withdrawn in any Contract Year without incurring a Contingent Deferred Sales Charge (CDSC). This equals the greater of (i) 100% of Remaining Gross Premium (RGP) made more than [4] year(s) ago plus the greater of (A) or (B), or (ii) (C) where:

(A) = Contract Value as of the withdrawal date minus Remaining Gross Premiums.

(B) = [5%] of Premium Payments made during each of the last [4] year(s) prior to withdrawal per Contract Year on a noncumulative basis.

(C) = The Required Minimum Distribution (RMD) of Your interest in this Contract under current Federal Tax Law, if this Contract is issued as an Individual Retirement Account.

FWA FORMULA:

FWA = Maximum RGP no longer subject to CDSC + maximum (Earnings, [5%] of Premium Payments still subject to CDSC), RMD where:

RGP = Total Premium Payments – cumulative prior withdrawals assessed a CDSC at the time of withdrawal; and

Earnings = Maximum (Contract Value – RGP, 0).

CONTINGENT DEFERRED SALES CHARGE: We may assess a CDSC when You request a full surrender or Partial Withdrawal. The CDSC is based on the amount You choose to surrender or withdrawal and how long your Premium Payments have been in the contract. Each Premium Payment has its own CDSC schedule. Premium Payments are surrendered or withdrawn in the order in which they are received. Amounts surrendered or withdrawn in excess of the FWA are subject to CDSC. The amount assessed a CDSC will not exceed Your RGP as defined above. No CDSC will be assessed if only the FWA is taken.

For any surrender or withdrawal, the amount subject to CDSC will be calculated at the time of withdrawal by dividing (A) by (B) multiplied by (C) where:

(A) = the gross surrender or withdrawal amount minus the FWA

(B) = the Contract Value minus the FWA

(C) = The RGP subject to CDSC

The percentages used to calculate the CDSC are equal to:

CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT
[8%	0-1
7%	1-2
6%	2-3
5%	3-4]
0%	5 and thereafter

CONTRACT DATA PAGE (continued)

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Topeka, Kansas, 66675-8502

Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]

RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:

<u>Name</u>	<u>Maximum Charge/Fee</u>
[Nursing Care Waiver of Contingent Deferred Sales Charge Rider	N/A
Return of Premium Death Benefit Rider	0.25% annually]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

**ENHANCED GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(Joint Life/Spousal)**

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides guaranteed lifetime withdrawal benefits for as long as at least one Covered Life remains alive, with possible Step Ups and Deferral Bonuses to the Withdrawal Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Withdrawal Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Withdrawal Base will occur.

Covered Life - The Owner and the Owner's spouse (provided the spouse is an Owner, a joint Owner or the sole primary Beneficiary who is eligible for spousal continuation). If the Owner is a non-natural person, the Covered Life is the Annuitant. We reserve the right to allow the designation of the Annuitant's spouse as a Covered Life without being Owner, a joint Owner or the sole primary Beneficiary provided that the non-natural custodial Owner may elect spousal continuation on behalf of the Annuitant's spouse.

Deferral Bonus - A percentage of the Deferral Bonus Base that We may add to Your Anniversary Withdrawal Base on each Contract Anniversary during the Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, or (b) the Valuation Day that You take Your first Partial Withdrawal (including Your first Lifetime Annual Payment). Once the Deferral Bonus Period ends, it cannot be re-started.

Excess Withdrawal – The portion of any Partial Withdrawal which, on a cumulative basis with all other Partial Withdrawals in a Contract Year, exceeds the Lifetime Annual Payment. Any Partial Withdrawal prior to the Minimum Income Age is considered an Excess Withdrawal. Any Partial Withdrawal taken to satisfy the Required Minimum Distribution (RMD) requirements related to this Contract imposed by federal law will not be considered an Excess Withdrawal.

Lifetime Annual Payment - On or after the Minimum Income Age, an amount that may be taken by Partial Withdrawal(s) during any Contract Year.

Lifetime Withdrawal Percentage – The percentage used to determine the Lifetime Annual Payment.

Maximum Rider Issue Age – The oldest age any Covered Life may be on the Rider Effective Date. The Maximum Rider Issue Age is [81].

Minimum Income Age - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Withdrawal Base for the purpose of determining if a Step Up occurs.

Modal Withdrawal Base Cap – The maximum percentage, applied at the periodic frequency, that the Withdrawal Base may be increased due to a Step Up on any Modal Valuation Day is [Not Applicable].

Partial Withdrawal - Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Issue Date or the date that this rider becomes part of Your Contract.

Step Up – A potential increase to Your Withdrawal Base that occurs when:

- a) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Withdrawal Base as of the prior Valuation Day, and
- b) a Deferral Bonus does not apply.

Withdrawal Base - The basis for determining the Lifetime Annual Payment and the Rider Charge.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on a daily basis]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

LIFETIME WITHDRAWAL PERCENTAGE

Your Lifetime Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Youngest Covered Life’s Attained Age	Lifetime Withdrawal Percentage
[59 ½-61]	[3.5%]
[62]	[3.5%]
[63]	[3.5%]
[64]	[3.5%]
[65]	[4.5%]
[66]	[4.5%]
[67]	[4.5%]
[68]	[4.5%]
[69]	[4.5%]
[70]	[4.5%]
[71]	[4.5%]
[72]	[4.5%]
[73]	[4.5%]
[74]	[4.5%]
[75]	[4.5%]
[76]	[4.5%]
[77]	[4.5%]
[78]	[4.5%]
[79]	[4.5%]
[80]	[4.5%]
[81]	[4.5%]
[82]	[4.5%]
[83]	[4.5%]
[84]	[4.5%]
[85+]	[5.5%]

The Lifetime Withdrawal Percentage will be set at the later of the Valuation Day when Your first Partial Withdrawal is taken or Your Minimum Income Age based on the attained age of the youngest Covered Life. The Lifetime Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life if there is a Step Up and a new age band has been reached.

WITHDRAWAL BASE AND ANNIVERSARY WITHDRAWAL BASE

If You elect this rider on the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your Contract Value as of the Rider Effective Date. Your Withdrawal Base and Your Anniversary Withdrawal Base are each calculated without deduction for sales charges, if any.

Your Withdrawal Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal Valuation Day concurrent with or immediately following the first to occur of any Owner or Covered Life’s [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Withdrawal Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Withdrawal Base as of the prior Valuation Day times the sum of 100% plus the Modal Withdrawal Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (i) the greater of (A) or (B) subject to a maximum (C) defined above, or (ii) the sum of (D) plus (E) where:

- D = Your Anniversary Withdrawal Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Withdrawal Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner or Covered Life’s [90th] birthday. Upon any reset, the Anniversary Withdrawal Base will equal the greater of the Withdrawal Base or the Anniversary Withdrawal Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the Deferral Bonus Period, We may apply a Deferral Bonus to Your Withdrawal Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date and during the Deferral Bonus Period will be prorated for the number of days of the Contact Year since Your election.

The Deferral Bonus Percents applicable to Your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus Percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base will be reset on each Contract Anniversary during the Deferral Bonus Period to equal the Withdrawal Base provided that the Withdrawal Base value is greater than the sum of (a) and (b) where:

(a) = The Anniversary Withdrawal Base as of the prior Valuation Day.

(b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS

Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base may be increased by the dollar amount of a subsequent Premium Payment.

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Withdrawal Base, Anniversary Withdrawal Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME ANNUAL PAYMENT

Upon the later of Your Minimum Income Age or the Valuation Day when you take Your first Partial Withdrawal, Your Lifetime Annual Payment is equal to Your applicable Lifetime Withdrawal Percentage multiplied by Your then current Withdrawal Base.

Your Lifetime Annual Payment prior to the Contract Maturity Date will reset upon any of the following events provided that such event does not cause the Withdrawal Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) The Lifetime Withdrawal Percentage changes;
- c) A subsequent Premium Payment is made; or
- d) An Excess Withdrawal is taken; or
- e) Spousal Continuation.

If Your Lifetime Annual Payment exceeds Your Free Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Annual Payment.

Any Lifetime Annual Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL WITHDRAWALS

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. Excess Withdrawals reduce Your prior Valuation Day Withdrawal Base, Deferral Bonus Base and Anniversary Withdrawal Base values used in determining these values for the current Valuation Day by multiplying each by the following factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

The benefits of this rider are available for the lifetimes of both Covered Lives provided that the Owner's spouse elects to continue this Contract. The following are the effects of the surviving Covered Life continuing the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes both the Owner and the Annuitant upon spousal continuation. If this Contract is owned by a custodian, the surviving spouse becomes the Annuitant.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the Rider Charge currently in effect for the Contract, subject to our right to change the Rider Charge as provided for in the Rider Charge section.
3. The Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base will each be set equal to the greater of (a) the Contract Value on the effective Valuation Day of the Spousal Continuation or (b) the applicable values as of the Valuation Day prior to the Spousal Continuation.
4. The Deferral Bonus feature will continue, if applicable.
5. The Deferral Bonus Period will not reset; the Deferral Bonus Period, if applicable, will continue uninterrupted.
6. The Lifetime Annual Payment will be recalculated on the continuation date and will be equal to the Withdrawal Base as of the date of the spousal continuation multiplied by the Lifetime Withdrawal Percentage. If after the above recalculations the new Lifetime Annual Payment exceeds the sum of prior Partial Withdrawals made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.
7. If there was a Partial Withdrawal since the Rider Effective Date, the Lifetime Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Withdrawal since the Rider Effective Date, the Lifetime Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of spousal continuation.
8. The Owner may name a new Beneficiary. If this Contract is owned by a custodian, that custodian will be the Beneficiary.
9. This rider will terminate upon the death of the surviving Covered Life.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life will result in the termination of this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date. The same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions, unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount equal to the greater of (x) the Minimum Contract Value or (y) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, or other investment option(s) approved by Us.

- c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.

2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:

- a) You will receive Your then current Lifetime Annual Payment, which will be equal to Your Lifetime Annual Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
- b) Ongoing Lifetime Annual Payments will no longer reduce Your Contract Value.
- c) We will no longer accept subsequent Premium Payments.
- d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
- e) Withdrawal Base increases will no longer apply and the Deferral Bonus Period will end.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Withdrawals within a Contract Year are taken in excess of the Lifetime Annual Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCACTION/TERMINATION

You may only revoke this rider if the Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program. We may terminate this rider based on the following events or circumstances:

- a) Upon the Contract Maturity Date;
- b) You assign the Contract or any of Your rights, including a change of ownership;
- c) You violate the Issuance Rules;
- d) You violate the Investment Restrictions;
- e) You violate the terms of the Contract or any other rider;
- f) You ask for Spousal Continuation in violation of the rider's restrictions;
- g) There is a full surrender of Your Contract; and/or
- h) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

ISSUANCE RULES

This rider is not available if any Owner or Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard Annuity Options or as Lifetime Annual Payments With a Cash Refund - an annuity payable during the lifetime of the Covered Lives. At

the death of the second Covered Life, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value on the Annuity Commencement Date, less Premium Tax, minus the sum of all Annuity Payments made.

MISSTATEMENT OF AGE

If the age of an Owner or a Covered Life has been misstated, the benefits provided by this Rider will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life the benefits provided by this rider are based. We reserve the right to discontinue payments until satisfactory proof of continued survival is received.

RIDER CHARGE

The Rider Charge will never be less than the minimum annual Rider Charge of [0.50%] nor exceed the annual maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on Your Withdrawal Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s).

You may irrevocably elect to decline the new Rider Charge. If You so elect, all rights under this rider will remain in effect and no future Rider Charge changes will apply; however, Your Lifetime Withdrawal Percentage will be reduced by [0.01].

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Quarterly Contract Anniversary.

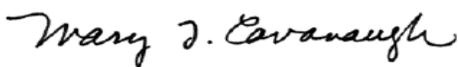
If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Withdrawal Base prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon any of the following events:

- a) the Contract Maturity Date; or
- b) the Annuity Commencement Date; or
- c) upon the death of a Covered Life.

Signed for Forethought Life Insurance Company

[



Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

**ENHANCED GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(Single Life)**

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides guaranteed lifetime withdrawal benefits with possible Step Ups and Deferral Bonuses to the Withdrawal Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Withdrawal Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Withdrawal Base will occur.

Covered Life – The Owner. In the case of joint Owners, the oldest Owner. If the Owner is a non-natural person, the Covered Life is the Annuitant.

Deferral Bonus – A percentage of the Deferral Bonus Base that We may add to Your Anniversary Withdrawal Base on each Contract Anniversary during the Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, or (b) the Valuation Day that You take Your first Partial Withdrawal (including Your first Lifetime Annual Payment). Once the Deferral Bonus Period ends, it cannot be re-started.

Excess Withdrawal – The portion of any Partial Withdrawal which, on a cumulative basis with all other Partial Withdrawals in a Contract Year, exceeds the Lifetime Annual Payment. Any Partial Withdrawal prior to the Minimum Income Age is considered an Excess Withdrawal. Any Partial Withdrawal taken to satisfy the Required Minimum Distribution (RMD) requirements related to this Contract imposed by federal law will not be considered an Excess Withdrawal.

Lifetime Annual Payment – On or after the Minimum Income Age, an amount that may be taken by Partial Withdrawal(s) during any Contract Year.

Lifetime Withdrawal Percentage – The percentage used to determine the Lifetime Annual Payment.

Maximum Rider Issue Age – The oldest age the Covered Life may be on the Rider Effective Date. The Maximum Rider Issue Age is [81].

Minimum Income Age - The Valuation Day when the Covered Life has an attained age of [59 1/2].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Withdrawal Base for the purpose of determining if a Step Up occurs.

Modal Withdrawal Base Cap – The maximum percentage, applied at the periodic frequency, that the Withdrawal Base may be increased due to a Step Up on any Modal Valuation Day is [Not Applicable].

Partial Withdrawal – Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Issue Date or the date that this rider becomes part of Your Contract.

Step Up – A potential increase to Your Withdrawal Base that occurs when:

- a) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Withdrawal Base as of the prior Valuation Day, and
- b) a Deferral Bonus does not apply.

Withdrawal Base – The basis for determining the Lifetime Annual Payment and the Rider Charge.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on a daily basis]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

LIFETIME WITHDRAWAL PERCENTAGE

Your Lifetime Withdrawal Percentage is set based on the attained age of the Covered Life based on the following schedule:

Covered Life's Attained Age	Lifetime Withdrawal Percentage
[59 ½-61]	[4.0%]
[62]	[4.0%]
[63]	[4.0%]
[64]	[4.0%]
[65]	[5.0%]
[66]	[5.0%]
[67]	[5.0%]
[68]	[5.0%]
[69]	[5.0%]
[70]	[5.0%]
[71]	[5.0%]
[72]	[5.0%]
[73]	[5.0%]
[74]	[5.0%]
[75]	[5.0%]
[76]	[5.0%]
[77]	[5.0%]
[78]	[5.0%]
[79]	[5.0%]
[80]	[5.0%]
[81]	[5.0%]
[82]	[5.0%]
[83]	[5.0%]
[84]	[5.0%]
[85+]	[6.0%]

The Lifetime Withdrawal Percentage will be set at the later of the Valuation Day when Your first Partial Withdrawal is taken or Your Minimum Income Age. The Lifetime Withdrawal Percentage may increase based on the current attained age of the Covered Life provided there is a Step Up and a new age band has been reached.

WITHDRAWAL BASE AND ANNIVERSARY WITHDRAWAL BASE

If You elect this rider on the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your Contract Value as of the Rider Effective Date. Your Withdrawal Base and Your Anniversary Withdrawal Base are each calculated without deduction for sales charges, if any.

Your Withdrawal Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal Valuation Day concurrent with or immediately following the first to occur of any Owner's or Covered Life's [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Withdrawal Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Withdrawal Base as of the prior Valuation Day times the sum of 100% plus the Modal Withdrawal Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (i) the greater of (A) or (B) subject to a maximum (C) defined above; or (ii) the sum of (D) plus (E) where:

- D = Your Anniversary Withdrawal Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Withdrawal Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner's or the Covered Life's [90th] birthday. Upon any reset, the Anniversary Withdrawal Base will equal the greater of the Withdrawal Base or the Anniversary Withdrawal Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the Deferral Bonus Period, We may apply a Deferral Bonus to Your Withdrawal Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date and during the Deferral Bonus Period will be prorated for the number of days of the Contact Year since Your election.

The Deferral Bonus Percents applicable to Your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus Percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your

Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base will be reset on each Contract Anniversary during the Deferral Bonus Period to equal the Withdrawal Base provided that the Withdrawal Base value is greater than the sum of (a) and (b) where:

(a) = The Anniversary Withdrawal Base as of the prior Valuation Day.

(b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS

Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base may be increased by the dollar amount of a subsequent Premium Payment.

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Withdrawal Base, Anniversary Withdrawal Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME ANNUAL PAYMENT

Upon the later of Your Minimum Income Age or the Valuation Day when You take Your first Partial Withdrawal, Your Lifetime Annual Payment is equal to Your applicable Lifetime Withdrawal Percentage multiplied by Your then current Withdrawal Base.

Your Lifetime Annual Payment prior to the Contract Maturity Date will reset upon any of the following events, provided that such event does not cause the Withdrawal Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) The Lifetime Withdrawal Percentage changes;
- c) A subsequent Premium Payment is made; or
- d) An Excess Withdrawal is taken.

If Your Lifetime Annual Payment exceeds Your Free Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Annual Payment.

Any Lifetime Annual Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL WITHDRAWALS

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. Excess Withdrawals reduce Your prior Valuation Day Withdrawal Base, Deferral Bonus Base and Anniversary Withdrawal Base values used in determining these values for the current Valuation Day by multiplying each by the following factor:

Factor = (A/B) where:

A = The Contract Value immediately after the Excess Withdrawal; and

B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the death benefit value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This

right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life will result in the termination of this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date. The same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s) or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions, unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in a termination of this rider, will result in termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount equal to the greater of (x) the Minimum Contract Value or (y) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.

- a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
- b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, or other investment option(s) approved by Us.
- c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.

2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:

- a) You will receive Your then current Lifetime Annual Payment, which will be equal to Your Lifetime Annual Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
- b) Ongoing Lifetime Annual Payments will no longer reduce Your Contract Value.
- c) We will no longer accept subsequent Premium Payments.
- d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
- e) Withdrawal Base increases will no longer apply and the Deferral Bonus Period will end.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Withdrawals within a Contract Year are taken in excess of the Lifetime Annual Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may only revoke this rider if the Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program. We may terminate this rider based on the following events or circumstances:

- a) Upon the Contract Maturity Date;
- b) You assign the Contract or any of Your rights, including a change of ownership;
- c) You violate the Issuance Rules;
- d) You violate the Investment Restrictions;
- e) You violate the terms of the Contract or any other rider;
- f) You ask for Spousal Continuation in violation of the rider's restrictions;
- g) There is a full surrender of Your Contract; and/or
- h) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

ISSUANCE RULES

This rider is not available if any Owner or Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard Annuity Options or as Lifetime Annual Payments With a Cash Refund - an annuity payable during the lifetime of the Covered Life. At the death of the Covered Life, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value on the Annuity Commencement, less Premium Tax, minus the sum of all Annuity Payments made.

MISSTATEMENT OF AGE

If the age of an Owner or a Covered Life has been misstated, the benefits provided by this Rider will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life the benefits provided by this rider are based. We reserve the right to discontinue payments until satisfactory proof of continued survival is received.

RIDER CHARGE

The Rider Charge will never be less than the minimum annual Rider Charge of [0.50%] nor exceed the annual maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on Your Withdrawal Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). You may irrevocably elect to decline the new Rider Charge. If You so elect, all rights under this rider will remain in effect and no future Rider Charge changes will apply; however, Your Lifetime Withdrawal Percentage will be reduced by [0.01].

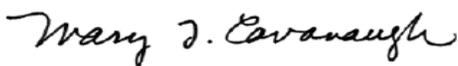
If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Withdrawal Base prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon any of the following events:

- a) the Contract Maturity Date; or
- b) the Annuity Commencement Date; or
- c) upon the death of a Covered Life.

Signed for Forethought Life Insurance Company



Secretary



President



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

ENHANCED RETURN OF PREMIUM DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract and the Guaranteed Lifetime Withdrawal Benefit rider that is issued with this rider and attached to the Contract

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Base Return of Premium - If this rider is effective on the Issue Date, this amount equals the Premium Payments adjusted for Partial Withdrawals, as described in this rider. If this rider is effective after the Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Partial Withdrawals, as described in this rider.

Enhanced Return of Premium - If this rider is effective on the Issue Date, this amount equals the Premium Payments adjusted for Excess Withdrawals. If this rider is effective after the Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Excess Withdrawals.

Excess Withdrawal – An amount determined on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider elected as part of the Contract. If no such rider is elected, any withdrawal is an Excess Withdrawal.

Lifetime Annual Payment (LAP) - An amount available on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider that is issued with this rider and attached to the Contract.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greatest of the amounts determined in a), b), or c) below:

- a) Enhanced Return of Premium , or
- b) Base Return of Premium, or
- c) The Contract Value.

Enhanced Return of Premium Step-Up

Upon the first Partial Withdrawal Enhanced Return of Premium will equal the greater of the Enhanced Return of Premium or Contract Value immediately prior to the Partial Withdrawal. A Step-up will apply only once during the term of the Contract.

When a Partial Withdrawal is made:

Base Return of Premium:

For Partial Withdrawals which are not Excess Withdrawals, Your Base Return of Premium will be reduced dollar for dollar. Excess Withdrawals will reduce Your Base Return of Premium by multiplying Your Base Return of Premium by the following Factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

Enhanced Return of Premium:

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Enhanced Return of Premium. Excess Withdrawals reduce Your Enhanced Return of Premium by multiplying Your Enhanced Return of Premium by the following factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

OWNERSHIP CHANGE

Any ownership change will result in the termination of this rider, except if after such ownership change the original Owner continues to be the beneficial owner. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version

chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.

2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in a termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

REVOCATION/TERMINATION OF THE DEATH BENEFIT

You may only revoke this rider if: (i) The Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program; or (ii) on or after the [1st] anniversary of the Rider Effective Date, provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. If You terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit, unless we sponsor a conversion program.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if

- (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value stated under Your Contract or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or
- (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount equal to the greater of (x) the Minimum Contract Value stated under Your Contract or (y) one of

Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, the Enhanced Return of Premium value will equal zero. The Base Return of Premium value will not change.

POST ISSUE ELECTION

If the Rider Effective Date is after the Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. If the Rider Effective Date is after the Issue Date, all benefits under this rider will be calculated as of the rider issue date and any prior values will be disregarded.

We reserve the right to make this benefit available through a company sponsored conversion program.

RIDER CHARGE

There is an additional charge for this rider. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject a maximum rate of [1.50%]. The charge will be assessed on each Quarterly Contract Anniversary based on the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium. The Rider Charge will be deducted on each Quarterly Contract Anniversary on a prorated basis from the Sub-Account(s).

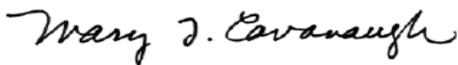
If the rider effective date is after the Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The first Rider Charge will be prorated based on the number of days between the rider effective date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of an Owner or Annuitant.

Signed for Forethought Life Insurance Company

[



Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(Joint Life/Spousal)**

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides guaranteed lifetime withdrawal benefits for as long as at least one Covered Life remains alive, with possible Step Ups and Deferral Bonuses to the Withdrawal Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Withdrawal Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Withdrawal Base will occur.

Covered Life - The Owner and the Owner's spouse (provided the spouse is an Owner, a joint Owner or the sole primary Beneficiary who is eligible for spousal continuation). If the Owner is a non-natural person, the Covered Life is the Annuitant. We reserve the right to allow the designation of the Annuitant's spouse as a Covered Life without being Owner, a joint Owner or the sole primary Beneficiary provided that the non-natural custodial Owner may elect spousal continuation on behalf of the Annuitant's spouse.

Deferral Bonus - A percentage of the Deferral Bonus Base that We may add to Your Anniversary Withdrawal Base on each Contract Anniversary during the Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, or (b) the Valuation Day that You take Your first Partial Withdrawal (including Your first Lifetime Annual Payment). Once the Deferral Bonus Period ends, it cannot be re-started.

Excess Withdrawal – The portion of any Partial Withdrawal which, on a cumulative basis with all other Partial Withdrawals in a Contract Year, exceeds the Lifetime Annual Payment. Any Partial Withdrawal prior to the Minimum Income Age is considered an Excess Withdrawal. Any Partial Withdrawal taken to satisfy the Required Minimum Distribution (RMD) requirements related to this Contract imposed by federal law will not be considered an Excess Withdrawal.

Lifetime Annual Payment - On or after the Minimum Income Age, an amount that may be taken by Partial Withdrawal(s) during any Contract Year.

Lifetime Withdrawal Percentage – The percentage used to determine the Lifetime Annual Payment.

Maximum Rider Issue Age – The oldest age any Covered Life may be on the Rider Effective Date. The Maximum Rider Issue Age is [81].

Minimum Income Age - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Withdrawal Base for the purpose of determining if a Step Up occurs.

Modal Withdrawal Base Cap – The maximum percentage, applied at the periodic frequency, that the Withdrawal Base may be increased due to a Step Up on any Modal Valuation Day is [Not Applicable].

Partial Withdrawal - Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Issue Date or the date that this rider becomes part of Your Contract.

Step Up – A potential increase to Your Withdrawal Base that occurs when:

- a) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Withdrawal Base as of the prior Valuation Day, and
- b) a Deferral Bonus does not apply.

Withdrawal Base - The basis for determining the Lifetime Annual Payment and the Rider Charge.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on the Contract Anniversary]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

LIFETIME WITHDRAWAL PERCENTAGE

Your Lifetime Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Youngest Covered Life’s Attained Age	Lifetime Withdrawal Percentage
[59 ½-61]	[3.5%]
[62]	[3.5%]
[63]	[3.5%]
[64]	[3.5%]
[65]	[4.5%]
[66]	[4.5%]
[67]	[4.5%]
[68]	[4.5%]
[69]	[4.5%]
[70]	[4.5%]
[71]	[4.5%]
[72]	[4.5%]
[73]	[4.5%]
[74]	[4.5%]
[75]	[4.5%]
[76]	[4.5%]
[77]	[4.5%]
[78]	[4.5%]
[79]	[4.5%]
[80]	[4.5%]
[81]	[4.5%]
[82]	[4.5%]
[83]	[4.5%]
[84]	[4.5%]
[85+]	[5.5%]

The Lifetime Withdrawal Percentage will be set at the later of the Valuation Day when Your first Partial Withdrawal is taken or Your Minimum Income Age based on the attained age of the youngest Covered Life. The Lifetime Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life if there is a Step Up and a new age band has been reached.

WITHDRAWAL BASE AND ANNIVERSARY WITHDRAWAL BASE

If You elect this rider on the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your Contract Value as of the Rider Effective Date. Your Withdrawal Base and Your Anniversary Withdrawal Base are each calculated without deduction for sales charges, if any.

Your Withdrawal Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal Valuation Day concurrent with or immediately following the first to occur of any Owner or Covered Life’s [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Withdrawal Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Withdrawal Base as of the prior Valuation Day times the sum of 100% plus the Modal Withdrawal Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (i) the greater of (A) or (B) subject to a maximum (C) defined above, or (ii) the sum of (D) plus (E) where:

- D = Your Anniversary Withdrawal Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Withdrawal Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner or Covered Life’s [90th] birthday. Upon any reset, the Anniversary Withdrawal Base will equal the greater of the Withdrawal Base or the Anniversary Withdrawal Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the Deferral Bonus Period, We may apply a Deferral Bonus to Your Withdrawal Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date and during the Deferral Bonus Period will be prorated for the number of days of the Contact Year since Your election.

The Deferral Bonus Percents applicable to Your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus Percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base will be reset on each Contract Anniversary during the Deferral Bonus Period to equal the Withdrawal Base provided that the Withdrawal Base value is greater than the sum of (a) and (b) where:

(a) = The Anniversary Withdrawal Base as of the prior Valuation Day.

(b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS

Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base may be increased by the dollar amount of a subsequent Premium Payment.

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Withdrawal Base, Anniversary Withdrawal Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME ANNUAL PAYMENT

Upon the later of Your Minimum Income Age or the Valuation Day when you take Your first Partial Withdrawal, Your Lifetime Annual Payment is equal to Your applicable Lifetime Withdrawal Percentage multiplied by Your then current Withdrawal Base.

Your Lifetime Annual Payment prior to the Contract Maturity Date will reset upon any of the following events provided that such event does not cause the Withdrawal Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) The Lifetime Withdrawal Percentage changes;
- c) A subsequent Premium Payment is made; or
- d) An Excess Withdrawal is taken; or
- e) Spousal Continuation.

If Your Lifetime Annual Payment exceeds Your Free Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Annual Payment.

Any Lifetime Annual Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL WITHDRAWALS

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. Excess Withdrawals reduce Your prior Valuation Day Withdrawal Base, Deferral Bonus Base and Anniversary Withdrawal Base values used in determining these values for the current Valuation Day by multiplying each by the following factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

The benefits of this rider are available for the lifetimes of both Covered Lives provided that the Owner's spouse elects to continue this Contract. The following are the effects of the surviving Covered Life continuing the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes both the Owner and the Annuitant upon spousal continuation. If this Contract is owned by a custodian, the surviving spouse becomes the Annuitant.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the Rider Charge currently in effect for the Contract, subject to our right to change the Rider Charge as provided for in the Rider Charge section.
3. The Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base will each be set equal to the greater of (a) the Contract Value on the effective Valuation Day of the Spousal Continuation or (b) the applicable values as of the Valuation Day prior to the Spousal Continuation.
4. The Deferral Bonus feature will continue, if applicable.
5. The Deferral Bonus Period will not reset; the Deferral Bonus Period, if applicable, will continue uninterrupted.
6. The Lifetime Annual Payment will be recalculated on the continuation date and will be equal to the Withdrawal Base as of the date of the spousal continuation multiplied by the Lifetime Withdrawal Percentage. If after the above recalculations the new Lifetime Annual Payment exceeds the sum of prior Partial Withdrawals made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.
7. If there was a Partial Withdrawal since the Rider Effective Date, the Lifetime Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Withdrawal since the Rider Effective Date, the Lifetime Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of spousal continuation.
8. The Owner may name a new Beneficiary. If this Contract is owned by a custodian, that custodian will be the Beneficiary.
9. This rider will terminate upon the death of the surviving Covered Life.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life will result in the termination of this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date. The same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions, unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount equal to the greater of (x) the Minimum Contract Value or (y) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, or other investment option(s) approved by Us.

- c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.

2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:

- a) You will receive Your then current Lifetime Annual Payment, which will be equal to Your Lifetime Annual Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
- b) Ongoing Lifetime Annual Payments will no longer reduce Your Contract Value.
- c) We will no longer accept subsequent Premium Payments.
- d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
- e) Withdrawal Base increases will no longer apply and the Deferral Bonus Period will end.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Withdrawals within a Contract Year are taken in excess of the Lifetime Annual Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCACTION/TERMINATION

You may only revoke this rider if the Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program. We may terminate this rider based on the following events or circumstances:

- a) Upon the Contract Maturity Date;
- b) You assign the Contract or any of Your rights, including a change of ownership;
- c) You violate the Issuance Rules;
- d) You violate the Investment Restrictions;
- e) You violate the terms of the Contract or any other rider;
- f) You ask for Spousal Continuation in violation of the rider's restrictions;
- g) There is a full surrender of Your Contract; and/or
- h) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

ISSUANCE RULES

This rider is not available if any Owner or Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard Annuity Options or as Lifetime Annual Payments With a Cash Refund - an annuity payable during the lifetime of the Covered Lives. At

the death of the second Covered Life, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value on the Annuity Commencement Date, less Premium Tax, minus the sum of all Annuity Payments made.

MISSTATEMENT OF AGE

If the age of an Owner or a Covered Life has been misstated, the benefits provided by this Rider will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life the benefits provided by this rider are based. We reserve the right to discontinue payments until satisfactory proof of continued survival is received.

RIDER CHARGE

The Rider Charge will never be less than the minimum annual Rider Charge of [0.50%] nor exceed the annual maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on Your Withdrawal Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s).

You may irrevocably elect to decline the new Rider Charge. If You so elect, all rights under this rider will remain in effect and no future Rider Charge changes will apply; however, Your Lifetime Withdrawal Percentage will be reduced by [0.01].

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Quarterly Contract Anniversary.

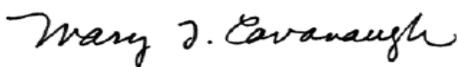
If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Withdrawal Base prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon any of the following events:

- a) the Contract Maturity Date; or
- b) the Annuity Commencement Date; or
- c) upon the death of a Covered Life.

Signed for Forethought Life Insurance Company

[



Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY
[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]
GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(Single Life)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides guaranteed lifetime withdrawal benefits with possible Step Ups and Deferral Bonuses to the Withdrawal Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Withdrawal Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Withdrawal Base will occur.

Covered Life – The Owner. In the case of joint Owners, the oldest Owner. If the Owner is a non-natural person, the Covered Life is the Annuitant.

Deferral Bonus – A percentage of the Deferral Bonus Base that We may add to Your Anniversary Withdrawal Base on each Contract Anniversary during the Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, or (b) the Valuation Day that You take Your first Partial Withdrawal (including Your first Lifetime Annual Payment). Once the Deferral Bonus Period ends, it cannot be re-started.

Excess Withdrawal – The portion of any Partial Withdrawal which, on a cumulative basis with all other Partial Withdrawals in a Contract Year, exceeds the Lifetime Annual Payment. Any Partial Withdrawal prior to the Minimum Income Age is considered an Excess Withdrawal. Any Partial Withdrawal taken to satisfy the Required Minimum Distribution (RMD) requirements related to this Contract imposed by federal law will not be considered an Excess Withdrawal.

Lifetime Annual Payment – On or after the Minimum Income Age, an amount that may be taken by Partial Withdrawal(s) during any Contract Year.

Lifetime Withdrawal Percentage – The percentage used to determine the Lifetime Annual Payment.

Maximum Rider Issue Age – The oldest age the Covered Life may be on the Rider Effective Date. The Maximum Rider Issue Age is [81].

Minimum Income Age - The Valuation Day when the Covered Life has an attained age of [59 1/2].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Withdrawal Base for the purpose of determining if a Step Up occurs.

Modal Withdrawal Base Cap – The maximum percentage, applied at the periodic frequency, that the Withdrawal Base may be increased due to a Step Up on any Modal Valuation Day is [Not Applicable].

Partial Withdrawal – Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Issue Date or the date that this rider becomes part of Your Contract.

Step Up – A potential increase to Your Withdrawal Base that occurs when:

- a) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Withdrawal Base as of the prior Valuation Day, and
- b) a Deferral Bonus does not apply.

Withdrawal Base – The basis for determining the Lifetime Annual Payment and the Rider Charge.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on the Contract Anniversary]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

LIFETIME WITHDRAWAL PERCENTAGE

Your Lifetime Withdrawal Percentage is set based on the attained age of the Covered Life based on the following schedule:

Covered Life's Attained Age	Lifetime Withdrawal Percentage
[59 ½-61]	[4.0%]
[62]	[4.0%]
[63]	[4.0%]
[64]	[4.0%]
[65]	[5.0%]
[66]	[5.0%]
[67]	[5.0%]
[68]	[5.0%]
[69]	[5.0%]
[70]	[5.0%]
[71]	[5.0%]
[72]	[5.0%]
[73]	[5.0%]
[74]	[5.0%]
[75]	[5.0%]
[76]	[5.0%]
[77]	[5.0%]
[78]	[5.0%]
[79]	[5.0%]
[80]	[5.0%]
[81]	[5.0%]
[82]	[5.0%]
[83]	[5.0%]
[84]	[5.0%]
[85+]	[6.0%]

The Lifetime Withdrawal Percentage will be set at the later of the Valuation Day when Your first Partial Withdrawal is taken or Your Minimum Income Age. The Lifetime Withdrawal Percentage may increase based on the current attained age of the Covered Life provided there is a Step Up and a new age band has been reached.

WITHDRAWAL BASE AND ANNIVERSARY WITHDRAWAL BASE

If You elect this rider on the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Withdrawal Base and Your initial Anniversary Withdrawal Base are each equal to Your Contract Value as of the Rider Effective Date. Your Withdrawal Base and Your Anniversary Withdrawal Base are each calculated without deduction for sales charges, if any.

Your Withdrawal Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal Valuation Day concurrent with or immediately following the first to occur of any Owner's or Covered Life's [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Withdrawal Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Withdrawal Base as of the prior Valuation Day times the sum of 100% plus the Modal Withdrawal Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (i) the greater of (A) or (B) subject to a maximum (C) defined above; or (ii) the sum of (D) plus (E) where:

- D = Your Anniversary Withdrawal Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Withdrawal Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner's or the Covered Life's [90th] birthday. Upon any reset, the Anniversary Withdrawal Base will equal the greater of the Withdrawal Base or the Anniversary Withdrawal Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the Deferral Bonus Period, We may apply a Deferral Bonus to Your Withdrawal Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date and during the Deferral Bonus Period will be prorated for the number of days of the Contact Year since Your election.

The Deferral Bonus Percents applicable to Your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus Percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your

Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base will be reset on each Contract Anniversary during the Deferral Bonus Period to equal the Withdrawal Base provided that the Withdrawal Base value is greater than the sum of (a) and (b) where:

(a) = The Anniversary Withdrawal Base as of the prior Valuation Day.

(b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS

Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base may be increased by the dollar amount of a subsequent Premium Payment.

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Withdrawal Base, Anniversary Withdrawal Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME ANNUAL PAYMENT

Upon the later of Your Minimum Income Age or the Valuation Day when You take Your first Partial Withdrawal, Your Lifetime Annual Payment is equal to Your applicable Lifetime Withdrawal Percentage multiplied by Your then current Withdrawal Base.

Your Lifetime Annual Payment prior to the Contract Maturity Date will reset upon any of the following events, provided that such event does not cause the Withdrawal Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) The Lifetime Withdrawal Percentage changes;
- c) A subsequent Premium Payment is made; or
- d) An Excess Withdrawal is taken.

If Your Lifetime Annual Payment exceeds Your Free Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Annual Payment.

Any Lifetime Annual Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL WITHDRAWALS

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. Excess Withdrawals reduce Your prior Valuation Day Withdrawal Base, Deferral Bonus Base and Anniversary Withdrawal Base values used in determining these values for the current Valuation Day by multiplying each by the following factor:

Factor = (A/B) where:

A = The Contract Value immediately after the Excess Withdrawal; and

B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the death benefit value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life will result in the termination of this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date. The same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s) or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions, unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount

equal to the greater of (x) the Minimum Contract Value or (y) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, or other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Annual Payment, which will be equal to Your Lifetime Annual Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Annual Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments.
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Withdrawal Base increases will no longer apply and the Deferral Bonus Period will end.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Withdrawals within a Contract Year are taken in excess of the Lifetime Annual Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCAATION/TERMINATION

You may only revoke this rider if the Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program. We may terminate this rider based on the following events or circumstances:

- a) Upon the Contract Maturity Date;
- b) You assign the Contract or any of Your rights, including a change of ownership;
- c) You violate the Issuance Rules;
- d) You violate the Investment Restrictions;
- e) You violate the terms of the Contract or any other rider;
- f) You ask for Spousal Continuation in violation of the rider's restrictions;
- g) There is a full surrender of Your Contract; and/or
- h) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

ISSUANCE RULES

This rider is not available if any Owner or Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard Annuity Options or as Lifetime Annual Payments With a Cash Refund - an annuity payable during the lifetime of the Covered Life. At the death of the Covered Life, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value on the Annuity Commencement, less Premium Tax, minus the sum of all Annuity Payments made.

MISSTATEMENT OF AGE

If the age of an Owner or a Covered Life has been misstated, the benefits provided by this Rider will be adjusted based on the correct information. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable.

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life the benefits provided by this rider are based. We reserve the right to discontinue payments until satisfactory proof of continued survival is received.

RIDER CHARGE

The Rider Charge will never be less than the minimum annual Rider Charge of [0.50%] nor exceed the annual maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on Your Withdrawal Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). You may irrevocably elect to decline the new Rider Charge. If You so elect, all rights under this rider will remain in effect and no future Rider Charge changes will apply; however, Your Lifetime Withdrawal Percentage will be reduced by [0.01].

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Quarterly Contract Anniversary.

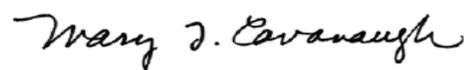
If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Withdrawal Base prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon any of the following events:

- a) the Contract Maturity Date; or
- b) the Annuity Commencement Date; or
- c) upon the death of a Covered Life.

Signed for Forethought Life Insurance Company

[

Handwritten signature of Mary J. Cavanaugh in cursive script.

Secretary

Handwritten signature of J. A. Herz in cursive script.

President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

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 following 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.

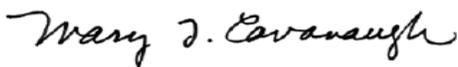
10. Meaning of Terms

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.

Signed for Forethought Life Insurance Company

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Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change is described in this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Excess Withdrawal – An amount determined on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider, if such a rider is elected and made part of the Contract. If no such Rider is elected, any withdrawal is an Excess Withdrawal.

Maximum Anniversary Value - The highest attained anniversary value prior to the earlier of the date of death or the oldest Owners', or in the case of a non-natural owner the Annuitant's, [81st] birthday determined as follows: We calculate an anniversary value for every applicable Contract Anniversary. At the time of each Contract Anniversary, the anniversary value is equal to the Contract Value. Any time after a given Contract Anniversary, the anniversary value is restated to be equal to the Contract Value as of the Contract Anniversary, increased by the dollar amount of any Premium Payments received, and modified by adjustments for Partial Withdrawals since such Contract Anniversary.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

1. If this rider is effective on the Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greater of the amounts determined in a) or b) or c) below:

- a) Premium Payments adjusted for Partial Withdrawals; or
- b) Maximum Anniversary Value adjusted for Subsequent Premium Payments and Partial Withdrawals; or
- c) The Contract Value.

2. If this rider is effective after the Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greatest of the amounts determined in a) or b) or c) below:

- a) Contract Value on the Rider Effective Date plus subsequent Premium Payments received after the rider effective date adjusted for Partial Withdrawals; or
- b) Maximum Anniversary Value occurring after the effective date of the rider; or
- c) The Contract Value.

PARTIAL WITHDRAWALS

For Partial Withdrawals which are not Excess Withdrawals, Your Maximum Anniversary Value and Premium Payments will be reduced dollar for dollar. Excess Withdrawals will reduce Your Maximum Anniversary Value and Premium Payments adjusted for Partial Withdrawals by multiplying Your Maximum Anniversary Value and Premium Payments adjusted for Partial Withdrawals by the following Factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE

The Death Benefit before the Annuity Commencement Date under this rider is limited. The death benefit cannot exceed the Contract Value, at the time We receive due proof of death, plus [\$1 million].

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in effect.

OWNERSHIP CHANGE

Any ownership change will result in the termination of this rider, except if after such ownership change the original Owner continues to be the beneficial owner. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

- 1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
- 2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.

3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above will result in a termination of this rider, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

REVOCAION/TERMINATION OF THE DEATH BENEFIT

You may only revoke this rider if: (i) The Company sponsors a conversion program on a non-discriminatory basis and you elect to participate in that program; or (ii) on or after the [1st] anniversary of the Rider Effective Date, provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. If you revoke this rider, it cannot be re-elected by you and you cannot elect any other optional Death Benefit.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You and you cannot elect any other optional Death Benefit, unless We sponsor a conversion program.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the rider effective date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. If the Rider Effective Date is after the Contract Issue Date, all benefits under this rider will be calculated as of the Rider Effective Date and any prior values will be disregarded.

We reserve the right to make this benefit available through a company sponsored conversion program.

RIDER CHARGE

The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to a maximum Rider Charge of [1.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on the greater of :

- a) Premium Payments adjusted for Partial Withdrawals, or
- b) Maximum Anniversary Value as described in this rider. The Rider Charge will be deducted on each Quarterly Contract Anniversary on a prorated basis from the Sub-Account(s).

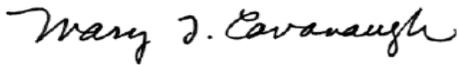
If the Rider Effective Date is after the Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The first Rider Charge will be prorated based on the number of days between the rider effective date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Maximum Anniversary Value prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of an Owner or Annuitant.

Signed for Forethought Life Insurance Company

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Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

MAXIMUM DAILY VALUE DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. The determination of the Guaranteed Minimum Death Benefit and how it can change are described in this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Excess Withdrawal – An amount determined on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider, if such a rider is elected and made part of the Contract. If no such Rider is elected any withdrawal is an Excess Withdrawal.

Maximum Daily Value - If You elect this rider on the Contract Issue Date, then Your initial Maximum Daily Value is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Maximum Daily Value is equal to Your Contract Value as of the Rider Effective Date. Your Maximum Daily Value may increase or decrease as described in this rider.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

The Guaranteed Minimum Death Benefit before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) below:

- a) Maximum Daily Value; or
- b) The Contract Value

MAXIMUM DAILY VALUE

On each Valuation Day prior to the earlier of (1) the date of death or (2) the oldest Owner's or, in the case of a non-natural Owner, the Annuitant's [81st] birthday, the Maximum Daily Value is equal to the greater of (A) or (B) where:

A = Your Maximum Daily Value as of the prior Valuation Day, adjusted for subsequent Premium Payments and Partial Withdrawals.

B = Your Contract Value, prior to the deduction of any applicable Rider Charge.

Following the oldest Owner's or, in the case of a non-natural Owner, the Annuitant's [81st] birthday, the Maximum Daily Value is equal to (A) as defined above and is adjusted for subsequent Premium Payments and Partial Withdrawals as described in this rider.

SUBSEQUENT PREMIUM PAYMENTS

Your Maximum Daily Value may be increased by the dollar amount of a Subsequent Premium Payment.

PARTIAL WITHDRAWALS

For Partial Withdrawals which are not Excess Withdrawals, Your Maximum Daily Value will be reduced dollar for dollar. Excess Withdrawals will reduce Your Maximum Daily Value by multiplying Your Maximum Daily Value by the following Factor:

Factor = (A/B) where:

A = The Contract Value immediately after the Excess Withdrawal; and

B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE

The Death Benefit before the Annuity Commencement Date under this rider is limited. The death benefit cannot exceed the Contract Value, at the time We receive due proof of death, plus [\$1 million].

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the Maximum Daily Value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

OWNERSHIP CHANGE

Any ownership change will result in the termination of this rider, except if after such ownership change the original Owner continues to be the beneficial owner. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.

3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in a termination of this rider, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

REVOCATION/TERMINATION OF THE DEATH BENEFIT

You may only revoke this rider if: (i) The Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program; or (ii) on or after the [1st] anniversary of the Rider Effective Date, provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. If You revoke this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit, unless We sponsor a conversion program.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. If the Rider Effective Date is after the Contract Issue Date, all benefits under this rider will be calculated as of the Rider Effective Date and any prior values will be disregarded. We reserve the right to make this benefit available through a Company sponsored conversion program.

RIDER CHARGE

The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to a maximum Rider Charge of [1.50%]. The Rider Charge will be assessed on each Quarterly Contract Anniversary based on the Maximum Daily Value as described in this rider. The Rider Charge will be deducted on each Quarterly Contract Anniversary on a prorated basis from the Sub-Account(s).

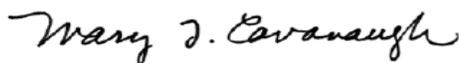
If the Rider Effective Date is after the Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The first Rider Charge will be prorated based on the number of days between the rider effective date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the Maximum Daily Value prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of an Owner or Annuitant.

Signed for Forethought Life Insurance Company

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Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

**NURSING CARE
WAIVER OF CONTINGENT DEFERRED SALES CHARGE RIDER**

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. The terms and conditions in this rider supersede any conflicting provision in the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

During the Covered Person's Eligible Confinement, We will waive any Contingent Deferred Sales Charge applicable to a Partial Withdrawal or full Surrender of the Contract Value after the Contract has been in force [3] months if the Covered Person has met the requirements of Eligible Confinement, as described below. This benefit will be provided if the Owner provides Proof of Eligible Confinement In Writing, and requests the Partial Withdrawal or full Surrender of Contract Value within 91 days of the last day of confinement. If the Proof of Eligible Confinement provided by You does not meet the requirements of this rider, You will be notified and provided with the opportunity to accept or reject the surrender proceeds, including any Contingent Deferred Sales Charges, prior to the disbursement of the proceeds.

DEFINITIONS

Approved Nursing Facility – A facility which:

- a) provides skilled nursing care under the supervision of a Physician; and
- b) has 24 hour a day nursing services by or under the supervision of a registered nurse; and
- c) keeps a daily medical record of each patient.

Covered Person:

- a) a current Owner if (i) that Owner has been an Owner continuously since the Issue Date of the Contract and (ii) was not confined on such date; or
- b) if the Owner(s) is a non-natural person, the Covered Person is the current Annuitant, if (i) that Annuitant has been the Annuitant continuously since the Issue Date of the Contract and (ii) was not confined on such date.

Eligible Confinement: Confinement, at the recommendation of a Physician, for at least [90] consecutive calendar days, to an Approved Nursing Facility.

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.

We will not waive any Contingent Deferred Sales Charge applicable to any Premium Payment received by Us during confinement.

This rider does not and is not intended to offer long term care insurance.

Signed for Forethought Life Insurance Company

Mary J. Cavanaugh

Secretary

John A. Herz

President



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800

Indianapolis, IN 46204]

RETURN OF PREMIUM DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the Guaranteed Minimum Death Benefit and how it can change are described in this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Excess Withdrawal – An amount determined on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider, if such a rider is elected and made part of the Contract. If no such Rider is elected, any withdrawal is an Excess Withdrawal.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

1. If this rider is effective on the Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greater of the amounts determined in a) or b) below:

- a) Premium Payments adjusted for Partial Withdrawals or
- b) The Contract Value

2. If this rider is effective after the Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greater of the amounts determined in a) or b) below:

- a) Contract Value on the Rider Effective Date plus subsequent Premium Payments received after the Rider Effective Date adjusted for Partial Withdrawals, or
- b) The Contract Value

SUBSEQUENT PREMIUM PAYMENTS

Your DB may be increased by the dollar amount of a subsequent Premium Payment.

PARTIAL WITHDRAWALS

For Partial Withdrawals which are not Excess Withdrawals, Your DB will be reduced dollar for dollar. Excess Withdrawals will reduce Your DB by multiplying your DB by the following Factor:

Factor = (A/B) where:

A = The Contract Value immediately after the Excess Withdrawal; and

B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE

The Death Benefit before the Annuity Commencement Date under this rider is limited. The death benefit cannot exceed the Contract Value, at the time We receive due proof of death, plus [\$1 million].

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

OWNERSHIP CHANGE

Any ownership change will result in the termination of this rider, except if after such ownership change the original Owner continues to be the beneficial owner. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

1. On the Rider Effective Date, We may impose an Investment Restriction that limits the Sub-Account(s) and/or Fixed Accounts that You may invest in and the amount that You may allocate to each Sub-Account(s) and/or Fixed Accounts. You may choose to satisfy the described Investment Restriction by creating Your own custom asset allocation model or You may also choose to invest in any predetermined asset allocation models, investment programs, fund of funds Sub-Account(s), or other investment option(s) approved by Us provided that You comply with allocation restrictions that We apply from time to time.

If on any Valuation Day, due to performance of the selected Sub-Accounts, the Contract Value is no longer within the allocation of the selected investment options, We will not terminate the rider. Instead, Your Contract Value will be re-balanced in accordance with a pre-approved asset rebalancing program to meet then applicable Investment Restrictions. All subsequent Premium Payments must also be invested according to these Investment Restrictions.

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest your Contract Value in accordance with Our updated Investment Restrictions and requirements.
3. If these Investment Restrictions are violated and not corrected, We will terminate this rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Your DB will be reset at the lower of the DB prior to the termination or the Contract Value as of the Valuation Day of the reinstatement. Any Premium Payments or Partial Withdrawals after this Valuation Day will adjust the DB according to the rider rules. We will deduct a prorated Rider Charge on Your Quarterly Contract Anniversary following the reinstatement for the time period

between the Valuation Day of the reinstatement and Your first Quarterly Contract Anniversary following such reinstatement.

REVOCAION/TERMINATION OF THE DEATH BENEFIT

You may revoke this rider if: (i) The Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program; or (ii) on or after the [1st] anniversary of the Rider Effective Date, provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. You may also revoke this rider at any time after the [5th] anniversary of the Rider Effective Date, regardless of whether or not the Rider Charge has increased. If You revoke this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit, unless We sponsor a conversion program.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. If the rider effective date is after the Contract Issue Date, all benefits under this rider will be calculated as of the rider issue date and any prior values will be disregarded. We reserve the right to make this benefit available through a Company sponsored conversion program.

RIDER CHARGE

There is an additional charge for this rider. The Rider Charge may increase or decrease on each Contract Anniversary beginning with the first Contract Anniversary, subject to a maximum Rider Charge of [0.75%]. The charge will be assessed on each Quarterly Contract Anniversary based on Premium Payments adjusted for Partial Withdrawals as described in this rider. The Rider Charge will be deducted on each Quarterly Contract Anniversary on a prorated basis from the Sub-Account(s).

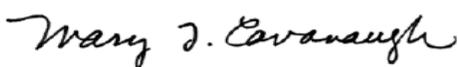
If the Rider Effective Date is after the Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The first Rider Charge will be prorated based on the number of days between the Rider Effective Date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by Premium Payments adjusted for Partial Withdrawals prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of an Owner or Annuitant.

Signed for Forethought Life Insurance Company

[



Secretary



President]



FORETHOUGHT LIFE INSURANCE COMPANY

[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

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.

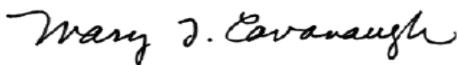
8. Terms

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.

Signed for Forethought Life Insurance Company

[



Secretary



President]

State: Arkansas **Filing Company:** Forethought Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Personal Retirement Manager Variable Annuity
Project Name/Number: Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Attached is a copy of application Form A-PRM-12 for information purposes.		
Attachment(s):	A-PRM-12 Variable Annuity Application 07-31-2012.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:	Attached are copies of the statements of variability for the forms provided with this submission.		
Attachment(s):	SOV DP-BSHARE-12 Contract Data Page B Share Statement of Variability 07-27-2012.pdf SOV DP-CSHARE-12 Contract Data Page C Share Statement of Variability 07-27-2012.pdf SOV DP-LSHARE-12 Contract Data Page L Share Statement of Variability 07-27-2012.pdf SOV Enhanced Guaranteed Lifetime Withdrawal Benefit Rider - Joint Life Statement of Variability 07-27-2012.pdf SOV Enhanced Guaranteed Lifetime Withdrawal Benefit Rider - Single Statement of Variability 07-27-2012.pdf SOV Enhanced Return of Premium Death Benefit Rider Statement of Variability 07-27-2012.pdf SOV Guaranteed Lifetime Withdrawal Benefit Rider - Joint Statement of Variability 07-27-2012.pdf SOV Guaranteed Lifetime Withdrawal Benefit Rider - Single Statement of Variability 07-27-2012.pdf SOV Individual Flexible Premium Variable Annuity Contract FL-FPVA-12 Statement of Variability 07-27-2012.pdf SOV Roth IRA Statement of Variability 07-27-2012.pdf SOV Individual Flexible Premium Variable Annuity Contract FPVA-NCDSC Statement of Variability 07-27-2012.pdf SOV Individual Retirement Annuity Rider Statement of Variability 07-27-2012.pdf SOV Maximum Anniversary Value Death Benefit Rider Statement of Variability 07-27-2012.pdf SOV Maximum Daily Value Death Benefit Rider Statement of Variability 07-27-2012.pdf SOV Nursing Care Waiver of Contingent Deferred Sales Charge Rider Statement of Variability 07-27-2012.pdf SOV Return of Premium Death Benefit Rider Statement of Variability 07-27-2012.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Third Party Authorization Letter		

SERFF Tracking #:

FRTN-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

State: Arkansas **Filing Company:** Forethought Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Personal Retirement Manager Variable Annuity
Project Name/Number: Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

Comments:	Third Party Authorization Letter
Attachment(s):	
	Third Party Authorization Letter.pdf

		Item Status:	Status Date:
Satisfied - Item:	Certifications for Reg 6 & Reg 19		
Comments:	As requested, I have attached certifications of compliance for Reg 6 and Reg 19.		
Attachment(s):			
	AR Reg 6 Certification.pdf		
	AR Reg 19 Certification.pdf		

SECTION 2. BENEFICIARY INFORMATION

For Custodial IRA Contracts, the Custodian must be listed as the Beneficiary.

Indicate classifications of each Beneficiary. Percentage of benefit for all Primary Beneficiaries must total 100%. Percentage of benefit for all Contingent Beneficiaries must total 100%. Unless otherwise indicated, proceeds will be distributed equally. Please attach a separate sheet for additional beneficiaries. If no selection is indicated for Irrevocability, we will treat the designation as revocable. If neither "Contingent" nor "Primary" is selected, we will treat any beneficiary as a Primary.

[_____]		[____ / ____ / ____]	
Name (First, Middle, Last)		Birth Date (MM/DD/YYYY)	
<input type="checkbox"/> Primary	[_____]	[_____]	[____]%
<input type="checkbox"/> Contingent	Relationship to Owner	Social Security Number/Taxpayer I.D.	Percentage
Irrevocable Yes <input type="checkbox"/> No <input type="checkbox"/>			

[_____]		[____ / ____ / ____]	
Name (First, Middle, Last)		Birth Date (MM/DD/YYYY)	
<input type="checkbox"/> Primary	[_____]	[_____]	[____]%
<input type="checkbox"/> Contingent	Relationship to Owner	Social Security Number/Taxpayer I.D.	Percentage
Irrevocable Yes <input type="checkbox"/> No <input type="checkbox"/>			

[_____]		[____ / ____ / ____]	
Name (First, Middle, Last)		Birth Date (MM/DD/YYYY)	
<input type="checkbox"/> Primary	[_____]	[_____]	[____]%
<input type="checkbox"/> Contingent	Relationship to Owner	Social Security Number/Taxpayer I.D.	Percentage
Irrevocable Yes <input type="checkbox"/> No <input type="checkbox"/>			

SECTION 3. ANNUITY INFORMATION

A. EXISTING ANNUITY OR LIFE INSURANCE COVERAGE

1. Do You have any existing Annuity or Life Insurance Contracts? Yes No

If yes, a State Replacement Form is required for NAIC model regulation states.

2. Will the Annuity being applied for replace (in whole or in part) one or more existing Annuity or Life Insurance Contracts?

No Yes *If yes, complete the following and submit a State Replacement Form, if required.*

Company Name	Policy or Annuity Number	Year Issued
[_____]	[_____]	[_____]

B. TYPE OF CONTRACT BEING REQUESTED

- Non-Qualified SEP-IRA IRA
 Roth IRA Inherited/Beneficiary IRA]

C. PREMIUM PAYMENTS

Make all checks payable to Forethought Life Insurance Company. *Premium Payment amounts may be restricted by Forethought Life Insurance Company; please see Your Prospectus for details.*

QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial estimated payment(s)

- Transfer \$[_____]
 Rollover \$[_____]
 Direct Rollover \$[_____]
 Contribution \$[_____] for tax year [_____]

If no year is indicated, contribution defaults to current tax year.

NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial estimated payment(s)

- 1035 Exchange \$[_____]
 Amount Enclosed \$[_____]

D. OPTIONAL BENEFITS

Riders may not be available in all states or though all financial intermediaries or may vary. If elected, additional charges, age and investment restrictions may apply. Please see Your Prospectus for full details.

Living Benefits (ONLY ONE may be chosen)

- | | |
|--------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> [Daily Lock Income Benefit SM Single | <input type="checkbox"/> Daily Lock Income Benefit SM Joint |
| <input type="checkbox"/> Future6 [®] Single | <input type="checkbox"/> Future6 [®] Joint |
| <input type="checkbox"/> None] | |

Death Benefits (ONLY ONE may be chosen)

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> [Return of Premium | <input type="checkbox"/> Maximum Anniversary Value* | <input type="checkbox"/> Maximum Daily Value* |
| <input type="checkbox"/> Legacy Lock ^{SM**} (may only be elected if You have also elected Daily Lock Income Benefit SM or Future6 [®]) | | |
| <input type="checkbox"/> None] | | |

Portfolio Options

Allocations must equal 100%.

Initial Allocation: _____%

DCA Allocation: _____%

Portfolio Planner Asset Allocation ProgramSM

- [Ultra Conservative Allocation
- Conservative Allocation
- Balanced Allocation
- Moderate Growth Allocation
- Growth Allocation

Investment Strategies

- Hartford Checks and Balances
- American Growth Foundation Strategy
- Franklin Founding Investment Strategy
- Core Four]

Please refer to the Appendix for composition of portfolios. [Portfolio Planner and Investment Strategy Portfolios rebalance quarterly.]

Individual Sub-Account Options

Indicate allocation to each using whole percentages only.

May not be combined with Portfolio Planner Asset Allocation ProgramSM or Investment Strategies.

Allocations must equal 100%.

Initial Allocation	DCA Allocation		Initial Allocation	DCA Allocation	
_____%	_____%	[AllianceBernstein VPS Balanced Wealth Strategy [T]	_____%	_____%	Hartford International Opportunities HLS Fund
_____%	_____%	AllianceBernstein VPS Small/Mid-Cap Value Portfolio	_____%	_____%	Hartford Total Return Bond HLS Fund [T]
_____%	_____%	American Century VP Growth Fund	_____%	_____%	Hartford U.S. Government Securities HLS Fund [T]
_____%	_____%	American Century VP Mid Cap Value Fund	_____%	_____%	Hartford Value HLS Fund
_____%	_____%	American Century VP Value Fund	_____%	_____%	Invesco V.I. Balanced Risk Allocation Fund [T]
_____%	_____%	American Funds Blue Chip Income and Growth HLS	_____%	_____%	Invesco V.I. Core Equity Fund
_____%	_____%	American Funds Bond HLS Fund [T]	_____%	_____%	Invesco V.I. International Growth Fund
_____%	_____%	American Funds Global Bond HLS Fund	_____%	_____%	Invesco V.I. Mid Cap Core Equity Fund
_____%	_____%	American Funds Global Growth & Income HLS Fund	_____%	_____%	Invesco V.I. Money Market Fund [T]
_____%	_____%	American Funds Global Small Capitalization HLS Fund	_____%	_____%	Invesco V.I. Small Cap Equity Fund
_____%	_____%	American Funds Growth HLS Fund	_____%	_____%	Lord Abbett Bond-Debenture Portfolio
_____%	_____%	American Funds Growth-Income HLS Fund	_____%	_____%	Lord Abbett Fundamental Equity Portfolio
_____%	_____%	American Funds International HLS Fund	_____%	_____%	Lord Abbett Growth & Income Portfolio
_____%	_____%	American Funds New World HLS Fund	_____%	_____%	MFS Growth Series
_____%	_____%	BlackRock Capital Appreciation V.I. Fund	_____%	_____%	MFS New Discovery Series
_____%	_____%	BlackRock Equity Dividend V.I. Fund	_____%	_____%	MFS Research Bond Series [T]
_____%	_____%	BlackRock Global Allocation V.I. Fund [T]	_____%	_____%	MFS Total Return Series [T]
_____%	_____%	Franklin Income Securities Fund	_____%	_____%	MFS Value Series

Initial Allocation	DCA Allocation		Initial Allocation	DCA Allocation	
_____ %	_____ %	Franklin Rising Dividends Securities Fund	_____ %	_____ %	Mutual Global Discovery Securities Fund
_____ %	_____ %	Franklin Small Cap Value Securities Fund	_____ %	_____ %	Mutual Shares Securities Fund
_____ %	_____ %	Franklin Strategic Income Securities Fund	_____ %	_____ %	PIMCO All Asset Portfolio [T]
_____ %	_____ %	Hartford Capital Appreciation HLS Fund	_____ %	_____ %	PIMCO EqS Pathfinder Portfolio
_____ %	_____ %	Hartford Disciplined Equity HLS Fund	_____ %	_____ %	PIMCO Global-Multi Asset Portfolio [T]
_____ %	_____ %	Hartford Dividend and Growth HLS Fund	_____ %	_____ %	Putnam VT Equity Income
_____ %	_____ %	Hartford Global Research HLS Fund	_____ %	_____ %	Putnam VT Investors
_____ %	_____ %	Hartford Growth HLS Fund	_____ %	_____ %	Putnam VT Voyager
_____ %	_____ %	Hartford Growth Opportunities HLS Fund	_____ %	_____ %	Templeton Foreign Securities Fund
_____ %	_____ %	Hartford High Yield HLS Fund	_____ %	_____ %	Templeton Global Bond Securities Fund
_____ %	_____ %	Hartford Index HLS Fund	_____ %	_____ %	Templeton Growth Securities Fund]

Custom Allocation Program:

Check here if You would like Your sub-account allocations to rebalance. Indicate day of month for rebalancing to occur (1-28): [_____]

Choose Rebalance Frequency: Monthly Semi-Annually Quarterly Annually

SECTION 5. FINANCIAL PROFESSIONAL AUTHORIZATION

DO You AUTHORIZE Your Financial Professional to perform any of the designated activities below? Yes No

Please indicate what designated activities You authorize Your Financial Professional to have:

If not checked we will assume that Your answers are "YES" (except in Nevada and Utah, where we will assume Your answer is NO) to provide financial and non-financial instructions.

Provide Financial Instructions Provide Non-Financial Instructions

SECTION 6. ADDITIONAL INFORMATION

If needed for: Special Instructions Beneficiaries Annuity Replacement Entity Authorized Individuals

[_____]

[_____]

SECTION 7. NOTICES & DISCLAIMERS

[Alabama: 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.

Colorado: 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 an 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 division of insurance within the department of regulatory agencies.

Alaska:

Right to Examine Contract - We want You to be satisfied with the Contract You have purchased. We urge You to closely examine its provisions. If for any reason You are not satisfied with Your purchase, You may cancel the Contract by returning it within 10 days (30 days if this Contract is replacing another annuity Contract or life insurance policy) after You receive it. A written request for cancellation must accompany the Contract. In such an event, We will pay You the Contract Value on the

date of surrender, plus any fees and charges deducted from the premiums or imposed under such Contract.

Right to additional information - You may request in writing additional information regarding the benefits and provisions of Your Contract, and we will respond to Your written request, in writing or verbally, within a reasonable amount of time but in no event not later than ten (10) days from the date on which we received Your written request.

District of Columbia: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Arizona: Right to Examine Contract - We want You to be satisfied with the Contract You have purchased. We urge You to closely examine its provisions. Upon Your written request, We are required to provide You, within a reasonable period of time, reasonable, factual information regarding the benefits and provisions of the annuity Contract for which You are applying. If for any reason You are not satisfied with the Contract, You may cancel the Contract by returning the Contract within ten days (30 days if this Contract is replacing another annuity Contract or life insurance policy or if You are age 65 or older at the date of application of this Contract) after the Contract is delivered. A written request for cancellation must accompany the Contract. In such event, We will pay You an amount equal to the sum of the difference between the premiums paid, including any Contract fees or other charges, and the amounts allocated to any Separate Accounts under the Contract, and the value of the amounts allocated to any Separate Accounts under the Contract on the date the returned Contract is received by us or by the agent from whom it was purchased. You bear only the investment risk during the period prior to Our receipt of request for cancellation.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

Maine/Tennessee/Washington: 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.

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

Massachusetts: Massachusetts Situs Sales - Massachusetts law prohibits the sale of an annuity to a Massachusetts resident on any policy form other than a form approved by the Commonwealth. As such, any application for the purchase of a Forethought annuity by a Massachusetts resident signed outside of the Commonwealth of Massachusetts will not be accepted.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

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

The solicitation, negotiation and sale of annuities and their suitability are overseen by the New Jersey Department of Banking and Insurance (Department). Consumers may obtain assistance from the Department at 1-609-272-7272 or 1-800-446-7467 or at their website www.njdoib.org. Upon request, You may receive a copy of this application and the completed suitability form by contacting Your registered representative.

Oregon: Any person who knowingly presents a fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of fraud and may be subject to civil or criminal penalties.

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

Oklahoma: Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

SECTION 8. OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

By checking this box and signing below, I consent to receiving the Prospectus for this variable annuity on the compact disc (the "CD Prospectus") contained within the sales kit for this annuity. I acknowledge that I (i) have access to a personal computer or similar device (ii) have the ability to read the CD Prospectus using that technology and (iii) am willing to incur whatever costs are associated with using and maintaining that technology. With regard to Prospectus supplements and other amended/updated Prospectuses created in the future, I understand that such documents may be delivered to me in paper form.

- I understand that if I have purchased another Non-Qualified Annuity from Forethought Life Insurance Co. or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these Contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such Contracts purchased during this calendar year;
- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs;
- I understand that annuity payments, benefits or surrender values, when based on the investment experience of the sub-accounts, are variable and not guaranteed as to a dollar amount; and
- I represent to the best of my knowledge and belief that the statements made in this application are true and complete.
 - Please check here to acknowledge that You have received a copy of the Prospectus for this annuity.**

Note: For Trusts, Corporations or other Entity-owned Applications, additional information may be necessary.

REQUIRED

State where signed: [_____]

(If application is signed in a State other than the Owner's State of Residence, a Contract Situs Form may be required.)

OWNER'S TAX CERTIFICATION (SUBSTITUTE W-9)

Under penalty of perjury, I certify that the Taxpayer Identification Number (TIN) I have listed on this form is my correct TIN. I further certify that the citizenship/residency status I have listed on this form is my correct citizenship/residency status.

- I have been notified by the Internal Revenue Service that I am subject to backup withholding due to underreporting of interest or dividends.

The Internal Revenue Service does not require Your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE ►

[_____] [____ / ____ / ____]
Owner's Signature (MM/DD/YYYY)

TITLE (If Any) ►

[_____]

If signing on behalf of an entity, You must indicate Your official title/position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

SIGN HERE

[_____] [____ / ____ / ____]
Co-Owner's Signature (MM/DD/YYYY)

SECTION 9. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

A. FINANCIAL PROFESSIONAL

[_____] [_____ %]
Name (First, Middle, Last)

[_____] [_____] [_____]
I.D. Number Telephone Number E-Mail

[_____] [_____ %]
Name (First, Middle, Last)

[_____] [_____] [_____]
I.D. Number Telephone Number E-Mail

Compensation: Option A Option B Option C Option D

B. BROKER/DEALER

[_____]
Name

C. REQUIRED QUESTIONS

Do You have any reason to believe that this applicant has any existing annuity or life insurance coverage?
 Yes No

Do You have any reason to believe that the annuity applied for is to replace existing annuity or life insurance Contracts? *If yes, submit a State Replacement Form, if required.*
 Yes No

FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable Prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current Forethought Life Insurance Co. approved sales material.

I certify that I have truly and accurately recorded on this application the information provided by the applicant. I acknowledge that Forethought Life Insurance Co. will rely on this statement.

SIGN HERE ►

[_____]
Financial Professional Signature

[____ / ____ / ____]
Date (MM/DD/YYYY)

SIGN HERE ►

[_____]
Financial Professional Signature

[____ / ____ / ____]
Date (MM/DD/YYYY)

**APPENDIX: COMPOSITION OF PORTFOLIOS
(See Sections 4C and 4D)**

Personal Protection Portfolios

[Hartford Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Capital Appreciation HLS Fund	20%
Hartford Dividend and Growth HLS Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
American Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth HLS Fund	20%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	10%
Total	100%
Franklin Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Templeton Growth Securities Fund	20%
Mutual Shares Securities Fund	20%
Franklin Rising Dividends Securities Fund	10%
Total	100%
Diversi-five Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Growth HLS Fund	20%
MFS Value Portfolio	20%
Invesco V.I. International Growth Fund	5%
Templeton Foreign Securities Fund	5%
Total	100%
Five for Balance Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Century Value Portfolio	20%
Putnam Voyager Portfolio	20%
Invesco V.I. International Growth Fund	5%
Templeton Foreign Securities Fund	5%
Total	100%
Four Plus for Growth Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Lord Abbett Fundamental Equity Portfolio	20%
American Funds Growth HLS Fund	15%
Invesco V.I. International Growth Fund	10%
MFS New Discovery	5%
Total	100%
Four Plus for Value Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Blue Chip Income & Growth HLS	20%
Hartford Value HLS	15%
Templeton Foreign Securities Fund	10%
Franklin Small Cap Value Securities	5%
Total	100%

Four for Growth Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Lord Abbett Fundamental Equity Portfolio	20%
American Funds Growth HLS Fund	15%
Invesco V.I. International Growth Fund	15%
Total	100%
Four for Value Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Blue Chip Income & Growth HLS	20%
Hartford Value HLS	20%
Templeton Foreign Securities Fund	10%
Total	100%
Four for Core Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth-Income HLS Fund	20%
Invesco V.I. Core Equity Fund	20%
Hartford International Opportunities HLS	10%
Total	100%
Four for Flexibility Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
BlackRock Equity Dividend V.I. Fund	18%
BlackRock Capital Appreciation V.I. Fund	17%
PIMCO EqS Pathfinder Portfolio	15%
Total	100%

Index Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Index HLS Fund	50%
Total	100%

Four Plus for Core Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth-Income HLS Fund	20%
Invesco V.I. Core Equity Fund	15%
Hartford International Opportunities HLS	10%
Invesco V.I. Small Cap Core Equity Fund	5%
Total	100%
Six Mix Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Century Growth Portfolio	15%
MFS Value Portfolio	20%
American Funds International HLS Fund	5%
Templeton Foreign Securities Fund	5%
Invesco V.I. Small Cap Core Equity Fund	5%
Total	100%

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Data Page
Form Number: DP-BSHARE-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3a	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3a	MINIMUM CONTRACT VALUE [\$2,500]	For all issues, we may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
3a	MINIMUM ANNUITY PAYMENT [\$100]	For new issues, we may change the bracketed amount displayed to another amount ranging from \$50 - \$500.
3a	FIXED ACCOUNT MINIMUM RATE [0.25%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.10% - 1.50%.
3a	NONFORFEITURE FACTOR [87.5%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 85% - 100%.
3a	PREMIUM BASED CHARGE [0.50%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.0% - 1.50%.
3a	SEPARATE ACCOUNT: [Separate Account A]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of our company.

3a	MORTALITY AND EXPENSE RISK CHARGE: [0.45%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.35%.
3a	ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3a	ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.	For new issues, we may change the bracketed fee amount displayed to another amount ranging from \$0 - \$50 and the bracketed threshold amount displayed to another amount ranging from \$25,000 - \$100,000.
3b	<p>FREE WITHDRAWAL AMOUNT (FWA): The amount that can be withdrawn in any Contract Year without incurring a Contingent Deferred Sales Charge (CDSC). This equals the greater of (i) 100% of RGP made more than [7] year(s) ago plus the greater of (A) or (B), or (ii) (C) where:</p> <p>(A) = Contract Value as of the withdrawal date minus Remaining Gross Premiums.</p> <p>(B) = [5%] of Premium Payments made during each of the last [7] year(s) prior to withdrawal per Contract Year on a noncumulative basis.</p> <p>(C) = The Required Minimum Distribution (RMD) of Your interest in this Contract under current Federal Tax Law, if this Contract is issued as an Individual Retirement Account.</p> <p>FWA FORMULA: FWA = Maximum RGP no longer subject to CDSC + maximum (Earnings, [5%] of Premium Payments still subject to CDSC), RMD where:</p> <p>RGP = Total Premium Payments – cumulative prior withdrawals assessed a CDSC at the time of withdrawal; and</p> <p>Earnings = Maximum (Contract Value – RGP, 0).</p>	<p>For new issues, we may change the bracketed number of years that is currently displayed to other years ranging from 0 – 7.</p> <p>For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 0 – 10%.</p>
3b	CONTINGENT DEFERRED SALES CHARGE: We may assess a CDSC when You request a full surrender or Partial Withdrawal. The CDSC is based on the amount You choose to surrender or withdrawal and how long your Premium Payments have been in the contract. Each Premium Payment has its own CDSC schedule. Premium Payments are surrendered or withdrawn in the order in which they are received. Amounts surrendered or withdrawn in excess of the FWA are subject to CDSC. The amount assessed a CDSC will not exceed Your RGP as defined above. No CDSC will be assessed if only the FWA is taken.	The bracketed Contingent Deferred Sales Charge that is displayed is the maximum charge that we may assess for each of the years shown. For new issues we may change the percentage for any of these years to a lower

	<p>For any surrender or withdrawal, the amount subject to CDSC will be calculated at the time of withdrawal by dividing (A) by (B) multiplied by (C) where:</p> <p>(A) = the gross surrender or withdrawal amount minus the FWA</p> <p>(B) = the Contract Value minus the FWA</p> <p>(C) = The RGP subject to CDSC</p> <p>The percentages used to calculate the CDSC are equal to:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">CHARGE</th> <th style="text-align: left;">NUMBER OF YEARS FROM EACH PREMIUM PAYMENT</th> </tr> </thead> <tbody> <tr> <td>8.5%</td> <td>0-1</td> </tr> <tr> <td>8%</td> <td>1-2</td> </tr> <tr> <td>7%</td> <td>2-3</td> </tr> <tr> <td>6%</td> <td>3-4</td> </tr> <tr> <td>5%</td> <td>4-5</td> </tr> <tr> <td>4%</td> <td>5-6</td> </tr> <tr> <td>3%</td> <td>6-7]</td> </tr> <tr> <td>0%</td> <td>8 and thereafter</td> </tr> </tbody> </table>	CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT	8.5%	0-1	8%	1-2	7%	2-3	6%	3-4	5%	4-5	4%	5-6	3%	6-7]	0%	8 and thereafter	percentage amount.
CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT																			
8.5%	0-1																			
8%	1-2																			
7%	2-3																			
6%	3-4																			
5%	4-5																			
4%	5-6																			
3%	6-7]																			
0%	8 and thereafter																			
3c	<p>ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:</p> <p>[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence: P.O. Box 758507 Topeka, Kansas, 66675-8507</p> <p>Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502, Topeka, Kansas, 66675-8502</p> <p>Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]</p>	For new issues, we may change the applicable addresses in the brackets as necessary.																		
3c	<p>RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Maximum Charge/Fee</u></th> </tr> </thead> <tbody> <tr> <td>[Nursing Home Waiver of Contingent Deferred Sales Charge Rider</td> <td>N/A</td> </tr> <tr> <td>Return of Premium Death Benefit Rider</td> <td>0.25% annually]</td> </tr> </tbody> </table>	<u>Name</u>	<u>Maximum Charge/Fee</u>	[Nursing Home Waiver of Contingent Deferred Sales Charge Rider	N/A	Return of Premium Death Benefit Rider	0.25% annually]	For new issues, we may change the name and maximum charge/fee of any riders or endorsements attached to the contract at the issue date.												
<u>Name</u>	<u>Maximum Charge/Fee</u>																			
[Nursing Home Waiver of Contingent Deferred Sales Charge Rider	N/A																			
Return of Premium Death Benefit Rider	0.25% annually]																			

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Data Page
Form Number: DP-CSHARE-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

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3a	MINIMUM CONTRACT VALUE [\$2,500]	For all issues, we may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
3a	MINIMUM ANNUITY PAYMENT [\$100]	For new issues, we may change the bracketed amount displayed to another amount ranging from \$50 - \$500.
3a	SEPARATE ACCOUNT: [Separate Account A]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of our company.
3a	MORTALITY AND EXPENSE RISK CHARGE: [1.30%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.60%.
3a	ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3a	ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.	For new issues, we may change the bracketed fee amount displayed to another amount ranging from \$0 - \$50 and the

		bracketed threshold amount displayed to another amount ranging from \$25,000 - \$100,000.						
3a	<p>ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:</p> <p>[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence: P.O. Box 758507 Topeka, Kansas, 66675-8507</p> <p>Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502, Topeka, Kansas, 66675-8502</p> <p>Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]</p>	For new issues, we may change the applicable addresses in the brackets as necessary.						
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<u>Name</u>	<u>Maximum Charge/Fee</u>							
[Nursing Home Waiver of Contingent Deferred Sales Charge Rider	N/A							
Return of Premium Death Benefit Rider	0.25% annually]							

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Data Page
Form Number: DP-LSHARE-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

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3a	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
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3a	MINIMUM ANNUITY PAYMENT [\$100]	For new issues, we may change the bracketed amount displayed to another amount ranging from \$50 - \$500.
3a	FIXED ACCOUNT MINIMUM RATE [0.25%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.10% - 1.50%.
3a	NONFORFEITURE FACTOR [87.5%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 85% - 100%.
3a	PREMIUM BASED CHARGE [0.50%]	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.0% - 1.50%.
3a	SEPARATE ACCOUNT: [Separate Account A]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of our company.

3a	MORTALITY AND EXPENSE RISK CHARGE: [0.80%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.70%.
3a	ADMINISTRATION CHARGE: [0.20%] Per annum of the daily Sub-Accounts value.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3a	ANNUAL MAINTENANCE FEE: \$0 If the Contract Value is \$[50,000] or more on the Contract Anniversary. \$[50] If the Contract Value is less than \$[50,000] on the Contract Anniversary and when the Contract is fully surrendered.	For new issues, we may change the bracketed fee amount displayed to another amount ranging from \$0 - \$50 and the bracketed threshold amount displayed to another amount ranging from \$25,000 - \$100,000.
3b	<p>FREE WITHDRAWAL AMOUNT (FWA): The amount that can be withdrawn in any Contract Year without incurring a Contingent Deferred Sales Charge (CDSC). This equals the greater of (i) 100% of RGP made more than [4] year(s) ago plus the greater of (A) or (B), or (ii) (C) where:</p> <p>(A) = Contract Value as of the withdrawal date minus Remaining Gross Premiums.</p> <p>(B) = [5%] of Premium Payments made during each of the last [4] year(s) prior to withdrawal per Contract Year on a noncumulative basis.</p> <p>(C) = The Required Minimum Distribution (RMD) of Your interest in this Contract under current Federal Tax Law, if this Contract is issued as an Individual Retirement Account.</p> <p>FWA FORMULA: FWA = Maximum RGP no longer subject to CDSC + maximum (Earnings, [5%] of Premium Payments still subject to CDSC), RMD where:</p> <p>RGP = Total Premium Payments – cumulative prior withdrawals assessed a CDSC at the time of withdrawal; and</p> <p>Earnings = Maximum (Contract Value – RGP, 0).</p>	<p>For new issues, we may change the bracketed number of years that is currently displayed to other years ranging from 0 – 4.</p> <p>For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 0 – 10%.</p>
3b	CONTINGENT DEFERRED SALES CHARGE: We may assess a CDSC when You request a full surrender or Partial Withdrawal. The CDSC is based on the amount You choose to surrender or withdrawal and how long your Premium Payments have been in the contract. Each Premium Payment has its own CDSC schedule. Premium Payments are surrendered or withdrawn in the order in which they are received. Amounts surrendered or withdrawn in excess of the FWA are subject to CDSC. The amount assessed a CDSC will not exceed Your RGP as defined above. No CDSC will be assessed if only the FWA is taken.	The bracketed Contingent Deferred Sales Charge that is displayed is the maximum charge that we may assess for each of the years shown. For new issues we may change the percentage for any of these years to a lower percentage

	<p>For any surrender or withdrawal, the amount subject to CDSC will be calculated at the time of withdrawal by dividing (A) by (B) multiplied by (C) where:</p> <p>(A) = the gross surrender or withdrawal amount minus the FWA</p> <p>(B) = the Contract Value minus the FWA</p> <p>(C) = The RGP subject to CDSC</p> <p>The percentages used to calculate the CDSC are equal to:</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">CHARGE</td> <td style="text-align: left;">NUMBER OF YEARS FROM EACH PREMIUM PAYMENT</td> </tr> <tr> <td style="text-align: right;">8%</td> <td style="text-align: left;">0-1</td> </tr> <tr> <td style="text-align: right;">7%</td> <td style="text-align: left;">1-2</td> </tr> <tr> <td style="text-align: right;">6%</td> <td style="text-align: left;">2-3</td> </tr> <tr> <td style="text-align: right;">5%</td> <td style="text-align: left;">3-4]</td> </tr> <tr> <td style="text-align: right;">0%</td> <td style="text-align: left;">5 and thereafter</td> </tr> </table>	CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT	8%	0-1	7%	1-2	6%	2-3	5%	3-4]	0%	5 and thereafter	amount.
CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT													
8%	0-1													
7%	1-2													
6%	2-3													
5%	3-4]													
0%	5 and thereafter													
3c	<p>ANNUITY SERVICE CENTER: All correspondence concerning this contract should be sent to:</p> <p>[Address for U. S. P. S. First Class Mail for NON-PREMIUM PAYMENT correspondence: P.O. Box 758507 Topeka, Kansas, 66675-8507</p> <p>Address for U. S. P. S. First Class Mail for PREMIUM PAYMENTS: P.O. Box 758502, Topeka, Kansas, 66675-8502</p> <p>Address for Overnight Mail: 200 SW 6th Avenue, Topeka, Kansas 66603-3704]</p>	For new issues, we may change the applicable addresses in the brackets as necessary.												
3c	<p>RIDERS AND ENDORSEMENTS ATTACHED TO YOUR CONTRACT AS OF THE ISSUE DATE:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><u>Name</u></td> <td style="width: 40%;"><u>Maximum Charge/Fee</u></td> </tr> <tr> <td>[Nursing Home Waiver of Contingent Deferred Sales Charge Rider</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Return of Premium Death Benefit Rider</td> <td style="text-align: center;">0.25% annually]</td> </tr> </table>	<u>Name</u>	<u>Maximum Charge/Fee</u>	[Nursing Home Waiver of Contingent Deferred Sales Charge Rider	N/A	Return of Premium Death Benefit Rider	0.25% annually]	For new issues, we may change the name and maximum charge/fee of any riders or endorsements attached to the contract at the issue date.						
<u>Name</u>	<u>Maximum Charge/Fee</u>													
[Nursing Home Waiver of Contingent Deferred Sales Charge Rider	N/A													
Return of Premium Death Benefit Rider	0.25% annually]													

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Enhanced Guaranteed Lifetime Withdrawal Benefit Rider
(Joint Life/Spousal)
Form Number: FL-EGLWBJ-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION								
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.								
1	[10 th]	Deferral Bonus Period: The contract anniversary after which the deferral bonus period has ended. We may decide in the future to change this contract anniversary prospectively between 1 st and 20 th .								
1	[81]	Maximum Rider Issue Age: The maximum age of any Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
1	[59 ½]	Minimum Income Age: The earliest age that a Contract Owner is able to withdraw Lifetime Annual Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
2	[Not Applicable]	<p>Modal Withdrawal Base Cap: The potential percentage of the Modal Withdrawal Base Cap. When this rider is initially offered, the Modal Withdrawal Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td align="center">Annual</td> <td align="center">between 5% and 25%</td> </tr> <tr> <td align="center">Quarterly</td> <td align="center">between 1.25% and 6.25%</td> </tr> <tr> <td align="center">Monthly</td> <td align="center">between .42% and 2.08%</td> </tr> <tr> <td align="center">Daily</td> <td align="center">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
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Quarterly	between 1.25% and 6.25%									
Monthly	between .42% and 2.08%									
Daily	between .02% and .1%									
2	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .								

2	[on a daily basis]	<p>Modal Valuation Day: The Modal valuation frequency will be daily when this rider is initially offered. We may decide in the future to prospectively change the frequency to one of the following:</p> <table border="1" data-bbox="793 199 1730 337"> <tr> <td data-bbox="793 199 1730 232">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 232 1730 272">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 272 1730 337">each Contract Anniversary</td> </tr> </table>	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date	each Contract Anniversary
the day of each calendar month that corresponds to the Contract Issue Date					
the day of each calendar quarter that corresponds to the Contract Issue Date					
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2	[59 ½ - 85+]	<p>Lifetime Withdrawal Percentage: These age bands, in conjunction with the Lifetime Withdrawal Percentage, are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, there will be three age bands, 59½-64, 65-84 and 85+. We may decide in the future to change these band ages or add more bands prospectively using ages between 55 and 105.</p>			
2	[3.5% - 5.5%]	<p>Lifetime Withdrawal Percentage: These percentages are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, the percentage will be 3.5% of the Withdrawal Base, with a maximum of 5.5% based on the youngest Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 2% and 10%.</p>			
3	[90 th]	<p>Withdrawal Base and Anniversary Withdrawal Base: This is the birthday after which we will no longer reset the Withdrawal Base and Anniversary Withdrawal base when this rider is initially offered. We may decide in the future to change this birthday prospectively between 65th and 105th.</p>			
3	[1 st – 10 th]	<p>Deferral Bonus: The Contract Anniversaries during the Deferral Bonus Period on which We may apply a Deferral Bonus to the Withdrawal Base. When this rider is initially offered, the Deferral Bonus period will reflect the first 10 Contract Anniversaries. We may decide in the future to change the Contract Anniversaries eligible for a Deferral Bonus prospectively between 1st and 20th.</p>			
3	[6%]	<p>Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Deferral Bonus Base. Our company may decide in the future to change the percentages prospectively between 0% and 10%.</p>			

4	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="722 207 1730 651"> <tr> <td data-bbox="722 207 1150 448">[on all Contract Anniversaries]</td> <td data-bbox="1150 207 1730 448">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="722 448 1150 651">[\$250,000]</td> <td data-bbox="1150 448 1730 651">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.
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4	[\$5,000,000]	Subsequent Premium Payments: The maximum level of the Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
5	[\$5,000,000]	Lifetime Annual Payment: The maximum level for the Withdrawal Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
6	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.				
6	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.				
8	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.				
8	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.				
8	[0.01]	Rider Charge: The reduction to the Lifetime Withdrawal Percentage if a change in rider charge is declined. We may decide in the future to change this reduction prospectively between 0.00 and 0.03.				
8	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.				

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Enhanced Guaranteed Lifetime Withdrawal Benefit Rider
(Single Life)
Form Number: FL-EGLWBS-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION								
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.								
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1	[81]	Maximum Rider Issue Age: The maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
1	[59 ½]	Minimum Income Age: The earliest age that a Contract Owner is able to withdraw Lifetime Annual Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
1	[Not Applicable]	<p>Modal Withdrawal Base Cap: The potential percentage of the Modal Withdrawal Base Cap. When this rider is initially offered, the Modal Withdrawal Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td align="center">Annual</td> <td align="center">between 5% and 25%</td> </tr> <tr> <td align="center">Quarterly</td> <td align="center">between 1.25% and 6.25%</td> </tr> <tr> <td align="center">Monthly</td> <td align="center">between .42% and 2.08%</td> </tr> <tr> <td align="center">Daily</td> <td align="center">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
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Quarterly	between 1.25% and 6.25%									
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Daily	between .02% and .1%									
2	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .								

2	[on a daily basis]	<p>Modal Valuation Day: The Modal valuation frequency will be daily when this rider is initially offered. We may decide in the future to prospectively change the frequency to one of the following:</p> <table border="1" data-bbox="793 199 1732 337"> <tr> <td data-bbox="793 199 1732 233">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 233 1732 267">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 267 1732 337">each Contract Anniversary</td> </tr> </table>	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date	each Contract Anniversary
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2	[59 ½ - 85+]	<p>Lifetime Withdrawal Percentage: These age bands, in conjunction with the Lifetime Withdrawal Percentage, are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, there will be three age bands, 59½-64, 65-84 and 85+. We may decide in the future to change these band ages or add more bands prospectively using ages between 55 and 105.</p>			
2	[4.0% - 6.0%]	<p>Lifetime Withdrawal Percentage: These percentages are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, the percentage will be 4.0% of the Withdrawal Base, with a maximum of 6.0% based on the Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 2% and 10%.</p>			
3	[90 th]	<p>Withdrawal Base and Anniversary Withdrawal Base: This is the birthday after which we will no longer reset the Withdrawal Base and Anniversary Withdrawal base when this rider is initially offered. We may decide in the future to change this birthday prospectively between 65th and 105th.</p>			
3	[1 st – 10 th]	<p>Deferral Bonus: The Contract Anniversaries during the Deferral Bonus Period on which We may apply a Deferral Bonus to the Withdrawal Base. When this rider is initially offered, the Deferral Bonus period will reflect the first 10 Contract Anniversaries. We may decide in the future to change the Contract Anniversaries eligible for a Deferral Bonus prospectively between 1st and 20th.</p>			
3	[6%]	<p>Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Deferral Bonus Base. Our company may decide in the future to change the percentages prospectively between 0% and 10%.</p>			

3	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="722 207 1730 651"> <tr> <td data-bbox="722 207 1150 448">[on all Contract Anniversaries]</td> <td data-bbox="1150 207 1730 448">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="722 448 1150 651">[\$250,000]</td> <td data-bbox="1150 448 1730 651">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.
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4	[\$5,000,000]	Subsequent Premium Payments: The maximum level of the Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
4	[\$5,000,000]	Lifetime Annual Payment: The maximum level for the Withdrawal Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
6	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.				
6	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.				
7	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.				
7	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.				
7	[0.01]	Rider Charge: The reduction to the Lifetime Withdrawal Percentage if a change in rider charge is declined. We may decide in the future to change this reduction prospectively between 0.00 and 0.03.				
7	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.				

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Enhanced Return of Premium Death Benefit Rider
Form Number: FL-EROP-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.
1	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .
3	[5]	INVESTMENT RESTRICTIONS: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and thirty 30 days.
3	[1 st]	REVOCAION/TERMINATION OF THE DEATH BENEFIT: This is the anniversary beyond which you may revoke the rider provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. Our company may decide in the future to change the anniversary prospectively between the 1 st and 10 th .
4	[1.50%]	RIDER CHARGE: This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 1.50%.
4	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Guaranteed Lifetime Withdrawal Benefit Rider
(Joint Life/Spousal)
Form Number: FL-GLWBJ-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

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1	[81]	Maximum Rider Issue Age: The maximum age of any Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
1	[59 ½]	Minimum Income Age: The earliest age that a Contract Owner is able to withdraw Lifetime Annual Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
2	[Not Applicable]	<p>Modal Withdrawal Base Cap: The potential percentage of the Modal Withdrawal Base Cap. When this rider is initially offered, the Modal Withdrawal Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td align="center">Annual</td> <td align="center">between 5% and 25%</td> </tr> <tr> <td align="center">Quarterly</td> <td align="center">between 1.25% and 6.25%</td> </tr> <tr> <td align="center">Monthly</td> <td align="center">between .42% and 2.08%</td> </tr> <tr> <td align="center">Daily</td> <td align="center">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
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2	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .								

2	[on the Contract Anniversary]	<p>Modal Valuation Day: The Modal valuation frequency will be on each Contract Anniversary when this rider is initially offered. We may decide in the future to prospectively change the frequency to one of the following:</p> <table border="1" data-bbox="793 228 1730 326"> <tr> <td data-bbox="793 228 1730 261">on a daily basis</td> </tr> <tr> <td data-bbox="793 261 1730 293">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 293 1730 326">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> </table>	on a daily basis	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date
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2	[59 ½ - 85+]	<p>Lifetime Withdrawal Percentage: These age bands, in conjunction with the Lifetime Withdrawal Percentage, are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, there will be three age bands, 59½-64, 65-84 and 85+. We may decide in the future to change these band ages or add more bands prospectively using ages between 55 and 105.</p>			
2	[3.5% - 5.5%]	<p>Lifetime Withdrawal Percentage: These percentages are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, the percentage will be 3.5% of the Withdrawal Base, with a maximum of 5.5% based on the youngest Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 2% and 10%.</p>			
3	[90 th]	<p>Withdrawal Base and Anniversary Withdrawal Base: This is the birthday after which we will no longer reset the Withdrawal Base and Anniversary Withdrawal base when this rider is initially offered. We may decide in the future to change this birthday prospectively between 65th and 105th.</p>			
3	[1 st – 10 th]	<p>Deferral Bonus: The Contract Anniversaries during the Deferral Bonus Period on which We may apply a Deferral Bonus to the Withdrawal Base. When this rider is initially offered, the Deferral Bonus period will reflect the first 10 Contract Anniversaries. We may decide in the future to change the Contract Anniversaries eligible for a Deferral Bonus prospectively between 1st and 20th.</p>			
3	[6%]	<p>Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Deferral Bonus Base. Our company may decide in the future to change the percentages prospectively between 0% and 10%.</p>			

4	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="722 207 1730 651"> <tr> <td data-bbox="722 207 1150 448">[on all Contract Anniversaries]</td> <td data-bbox="1150 207 1730 448">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="722 448 1150 651">[\$250,000]</td> <td data-bbox="1150 448 1730 651">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.
[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.					
[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.					
4	[\$5,000,000]	Subsequent Premium Payments: The maximum level of the Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
5	[\$5,000,000]	Lifetime Annual Payment: The maximum level for the Withdrawal Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
6	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.				
6	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.				
8	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.				
8	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.				
8	[0.01]	Rider Charge: The reduction to the Lifetime Withdrawal Percentage if a change in rider charge is declined. We may decide in the future to change this reduction prospectively between 0.00 and 0.03.				
8	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.				

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Guaranteed Lifetime Withdrawal Benefit Rider
(Single Life)
Form Number: FL-GLWBS-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION								
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.								
1	[10 th]	Deferral Bonus Period: The contract anniversary after which the deferral bonus period has ended. We may decide in the future to change this contract anniversary prospectively between 1 st and 20 th .								
1	[81]	Maximum Rider Issue Age: The maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
1	[59 ½]	Minimum Income Age: The earliest age that a Contract Owner is able to withdraw Lifetime Annual Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
1	[Not Applicable]	<p>Modal Withdrawal Base Cap: The potential percentage of the Modal Withdrawal Base Cap. When this rider is initially offered, the Modal Withdrawal Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td align="center">Annual</td> <td align="center">between 5% and 25%</td> </tr> <tr> <td align="center">Quarterly</td> <td align="center">between 1.25% and 6.25%</td> </tr> <tr> <td align="center">Monthly</td> <td align="center">between .42% and 2.08%</td> </tr> <tr> <td align="center">Daily</td> <td align="center">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
Annual	between 5% and 25%									
Quarterly	between 1.25% and 6.25%									
Monthly	between .42% and 2.08%									
Daily	between .02% and .1%									
2	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .								

2	[on the Contract Anniversary]	<p>Modal Valuation Day: The Modal valuation frequency will be daily when this rider is initially offered. We may decide in the future to prospectively change the frequency to one of the following:</p> <table border="1" data-bbox="793 199 1732 297"> <tr> <td data-bbox="793 199 1732 232">on a daily basis</td> </tr> <tr> <td data-bbox="793 232 1732 264">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 264 1732 297">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> </table>	on a daily basis	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date
on a daily basis					
the day of each calendar month that corresponds to the Contract Issue Date					
the day of each calendar quarter that corresponds to the Contract Issue Date					
2	[59 ½ - 85+]	<p>Lifetime Withdrawal Percentage: These age bands, in conjunction with the Lifetime Withdrawal Percentage, are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, there will be three age bands, 59½-64, 65-84 and 85+. We may decide in the future to change these band ages or add more bands prospectively using ages between 55 and 105.</p>			
2	[4.0% - 6.0%]	<p>Lifetime Withdrawal Percentage: These percentages are used to determine the Lifetime Annual Payment after the Minimum Income Age at various times. When this rider is initially offered, the percentage will be 4.0% of the Withdrawal Base, with a maximum of 6.0% based on the Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 2% and 10%.</p>			
3	[90 th]	<p>Withdrawal Base and Anniversary Withdrawal Base: This is the birthday after which we will no longer reset the Withdrawal Base and Anniversary Withdrawal base when this rider is initially offered. We may decide in the future to change this birthday prospectively between 65th and 105th.</p>			
3	[1 st – 10 th]	<p>Deferral Bonus: The Contract Anniversaries during the Deferral Bonus Period on which We may apply a Deferral Bonus to the Withdrawal Base. When this rider is initially offered, the Deferral Bonus period will reflect the first 10 Contract Anniversaries. We may decide in the future to change the Contract Anniversaries eligible for a Deferral Bonus prospectively between 1st and 20th.</p>			
3	[6%]	<p>Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Deferral Bonus Base. Our company may decide in the future to change the percentages prospectively between 0% and 10%.</p>			

3	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="722 207 1730 651"> <tr> <td data-bbox="722 207 1150 446">[on all Contract Anniversaries]</td> <td data-bbox="1150 207 1730 446">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="722 446 1150 651">[\$250,000]</td> <td data-bbox="1150 446 1730 651">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.
[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.					
[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$1,000,000.					
4	[\$5,000,000]	Subsequent Premium Payments: The maximum level of the Withdrawal Base, Anniversary Withdrawal Base and Deferral Bonus Base. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
4	[\$5,000,000]	Lifetime Annual Payment: The maximum level for the Withdrawal Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.				
5	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.				
6	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.				
7	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.				
7	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.				
7	[0.01]	Rider Charge: The reduction to the Lifetime Withdrawal Percentage if a change in rider charge is declined. We may decide in the future to change this reduction prospectively between 0.00 and 0.03.				
7	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.				

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Flexible Premium Variable Annuity Contract
Form Number: FL-FPVA-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION														
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.														
1	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.														
16	<table border="1"> <thead> <tr> <th colspan="2">Modified Age Table</th> </tr> <tr> <th>Date of First Payment</th> <th>Age Modification</th> </tr> </thead> <tbody> <tr> <td align="center">[Prior to 2025</td> <td align="center">0 years</td> </tr> <tr> <td align="center">2025 - 2034</td> <td align="center">1 years</td> </tr> <tr> <td align="center">2035 - 2044</td> <td align="center">2 years</td> </tr> <tr> <td align="center">2045 - 2054</td> <td align="center">3 years</td> </tr> <tr> <td align="center">2055 or later</td> <td align="center">Company Discretion]</td> </tr> </tbody> </table>	Modified Age Table		Date of First Payment	Age Modification	[Prior to 2025	0 years	2025 - 2034	1 years	2035 - 2044	2 years	2045 - 2054	3 years	2055 or later	Company Discretion]	ANNUITY TABLES: The setback table shown will be utilized upon initial launch; we may change this table for new issues to reflect future mortality improvements.
Modified Age Table																
Date of First Payment	Age Modification															
[Prior to 2025	0 years															
2025 - 2034	1 years															
2035 - 2044	2 years															
2045 - 2054	3 years															
2055 or later	Company Discretion]															
16	[the Annuity 2000 Mortality Table projected forward using Improvement Table G, an annuitization year of 2020 and generational mortality improvement based on Improvement Table G for every projection year thereafter]	ANNUITY TABLES: The bracketed mortality basis shown will be utilized upon initial launch. We may change this mortality basis in the future to reflect anticipated mortality experience.														
16	[0.5%]	ANNUITY TABLES: The bracketed interest rate shown will be utilized upon initial launch and may change in the future for new issues to a rate between 0.1% and 4.0%.														
16 - 17	Minimum Annuity Rates by Annuity Option	ANNUITY TABLES: The bracketed minimum annuitization rates shown in the Contract will be utilized upon initial launch. They may change in the future to reflect any changes to the underlying mortality basis and/or interest basis used to determine their values.														

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Roth Individual Retirement Annuity Rider
Form Number: FL-ROTH-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Flexible Premium Variable Annuity Contract
Form Number: FL-FPVA-NCDSC-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION														
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.														
1	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.														
13	<table border="1"> <thead> <tr> <th colspan="2">Modified Age Table</th> </tr> <tr> <th>Date of First Payment</th> <th>Age Modification</th> </tr> </thead> <tbody> <tr> <td align="center">[Prior to 2025</td> <td align="center">0 years</td> </tr> <tr> <td align="center">2025 - 2034</td> <td align="center">1 years</td> </tr> <tr> <td align="center">2035 - 2044</td> <td align="center">2 years</td> </tr> <tr> <td align="center">2045 - 2054</td> <td align="center">3 years</td> </tr> <tr> <td align="center">2055 or later</td> <td align="center">Company Discretion]</td> </tr> </tbody> </table>	Modified Age Table		Date of First Payment	Age Modification	[Prior to 2025	0 years	2025 - 2034	1 years	2035 - 2044	2 years	2045 - 2054	3 years	2055 or later	Company Discretion]	ANNUITY TABLES: The setback table shown will be utilized upon initial launch; we may change this table for new issues to reflect future mortality improvements.
Modified Age Table																
Date of First Payment	Age Modification															
[Prior to 2025	0 years															
2025 - 2034	1 years															
2035 - 2044	2 years															
2045 - 2054	3 years															
2055 or later	Company Discretion]															
13	[the Annuity 2000 Mortality Table projected forward using Improvement Table G, an annuitization year of 2020 and generational mortality improvement based on Improvement Table G for every projection year thereafter]	ANNUITY TABLES: The bracketed mortality basis shown will be utilized upon initial launch. We may change this mortality basis in the future to reflect anticipated mortality experience.														
13	[0.5%]	ANNUITY TABLES: The bracketed interest rate shown will be utilized upon initial launch and may change in the future for new issues to a rate between 0.1% and 4.0%.														
13 - 14	Minimum Annuity Rates by Annuity Option	ANNUITY TABLES: The bracketed minimum annuitization rates shown in the Contract will be utilized upon initial launch. They may change in the future to reflect any changes to the underlying mortality basis and/or interest basis used to determine their values.														

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Individual Retirement Annuity Rider
Form Number: FL-IRA-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Maximum Anniversary Value Death Benefit Rider
Form Number: FL-MAV-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.
1	[81 st]	Maximum Anniversary Value: This is the birthday after which we will no longer capture the Anniversary Value for determining the Maximum Anniversary Value. Our Company may decide in the future to change this birthday prospectively between 65 th and 105 th .
1	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .
2	[\$1 million]	LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE: The death benefit under this rider cannot exceed the Contract Value, at the time We receive due proof of death, plus this amount. We may decide in the future to change this amount prospectively between \$1 million and \$5 million.
3	[5]	INVESTMENT RESTRICTIONS: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and thirty 30 days.
3	[1 st]	REVOCATION/TERMINATION OF THE DEATH BENEFIT: This is the anniversary beyond which you may revoke the rider provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. Our company may decide in the future to change the anniversary prospectively between the 1 st and 10 th .
3	[1.50%]	RIDER CHARGE: This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 1. 50%.
4	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Maximum Daily Value Death Benefit Rider
Form Number: FL-MDV-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.
1	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .
1	[81 st]	Maximum Daily Value: This is the birthday after which we will no longer capture the Anniversary Value for determining the Maximum Daily Value. Our Company may decide in the future to change this birthday prospectively between 65 th and 105 th .
2	[\$1 million]	LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE: The death benefit under this rider cannot exceed the Contract Value, at the time We receive due proof of death, plus this amount. We may decide in the future to change this amount prospectively between \$1 million and \$5 million.
3	[5]	INVESTMENT RESTRICTIONS: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and thirty 30 days.
3	[1 st]	REVOCATION/TERMINATION OF THE DEATH BENEFIT: This is the anniversary beyond which you may revoke the rider provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. Our company may decide in the future to change the anniversary prospectively between the 1 st and 10 th .
3	[1.50%]	RIDER CHARGE: This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 1.50%.
4	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Nursing Care Waiver of Contingent Deferred Sales Charge Rider
Form Number: FL-NC-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.
1	[3]	The number of months after which the Contract is in force that under certain conditions the Contingent Deferred Sales Charge may be waived. We may decide in the future to change the number of months prospectively between 1 and 36.
1	[90]	Eligible Confinement: The minimum number of consecutive calendar days of confinement. We may decide in the future to change the number of days prospectively between 30 and 180.
1	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Forethought Life Insurance Company
Return of Premium Death Benefit Rider
Form Number: FL-ROP-12
July 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[300 N. Meridian St. Suite 1800 Indianapolis, IN 46204]	Company Address: For new issues, we may change this addresses as necessary.
1	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1 st and 5 th .
2	[\$1 million]	LIMITATIONS ON THE DEATH BENEFIT BEFORE THE ANNUITY COMMENCEMENT DATE: The death benefit under this rider cannot exceed the Contract Value, at the time We receive due proof of death, plus this amount. We may decide in the future to change this amount prospectively between \$1 million and \$5 million.
3	[1 st]	REVOCAION/TERMINATION OF THE DEATH BENEFIT: This is the anniversary beyond which you may revoke the rider provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. Our company may decide in the future to change the anniversary prospectively between the 1 st and 10 th .
3	[5 th]	REVOCAION/TERMINATION OF THE DEATH BENEFIT: This is the anniversary beyond which you may revoke the rider. Our company may decide in the future to change the anniversary prospectively between the 1 st and 10 th .
3	[0.75%]	RIDER CHARGE: This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 0.75%.
4	[Signature] [Title]	Signatures: The signatures and titles will be of those officers applicable at the time the Rider is issued.



300 NORTH MERIDIAN STREET, SUITE 1800
INDIANAPOLIS, IN 46204

1-317-223-2700

August 7, 2012

Jeff Kulesus, FLMI
Consultant
Milliman, Inc.
Two Conway Park
1450 Field Drive, Suite 180
Lake Forest, Illinois 60045

RE: State Insurance Filings

Dear Mr. Kulesus:

This letter will serve as authorization from Forethought Life Insurance Company (the "Company") for employees of Milliman, Inc. to file contract forms and other related material in states where the Company is authorized to conduct business, and to respond to inquiries from state insurance departments and jurisdictions on the Company's behalf in relation to the filing of this submission.

Sincerely,

A handwritten signature in blue ink that reads "Mary Cavanaugh". The signature is fluid and cursive.

Mary Cavanaugh
Forethought Life Insurance Company
Executive Vice President, General Counsel and Corporate Secretary
Tel: 713.212.4625
Email: mary.cavanaugh@forethought.com

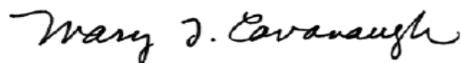
**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Forethought Life Insurance Company

Forms:

Variable Annuity Contract FL-FPVA-12
Variable Annuity Contract FL-FPVA-NCDS-12
Contract Data Page DP-BSHARE-12
Contract Data Page DP-CSHARE-12
Contract Data Page DP-LSHARE-12
Nursing Care Waiver of Surrender Charge Rider FL-NH-12
Guaranteed Lifetime Withdrawal Benefit Rider (Single Life) FL-GLWBS-12
Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-GLWBJ-12
Enhanced Guaranteed Lifetime Withdrawal Benefit (Single Life) FL-EGLWBS-12
Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-EGLWBJ-12
Return of Premium Death Benefit Rider FL-ROP-12
Maximum Anniversary Value Death Benefit Rider FL-MAV-12
Maximum Daily Value Death Benefit Rider FL-MDV-12.
Enhanced Return of Premium Death Benefit Rider FL-EROP-11
IRA Rider FL-IRA-12
Roth IRA Rider FL-ROTHIRA-12

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission are in compliance with Arkansas Regulation 6.



Mary Cavanaugh
Executive Vice President and General Counsel

Date: August 31, 2012

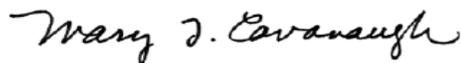
**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Forethought Life Insurance Company

Forms:

Variable Annuity Contract FL-FPVA-12
Variable Annuity Contract FL-FPVA-NCDS-12
Contract Data Page DP-BSHARE-12
Contract Data Page DP-CSHARE-12
Contract Data Page DP-LSHARE-12
Nursing Care Waiver of Surrender Charge Rider FL-NH-12
Guaranteed Lifetime Withdrawal Benefit Rider (Single Life) FL-GLWBS-12
Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-GLWBJ-12
Enhanced Guaranteed Lifetime Withdrawal Benefit (Single Life) FL-EGLWBS-12
Enhanced Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life/Spousal) FL-EGLWBJ-12
Return of Premium Death Benefit Rider FL-ROP-12
Maximum Anniversary Value Death Benefit Rider FL-MAV-12
Maximum Daily Value Death Benefit Rider FL-MDV-12.
Enhanced Return of Premium Death Benefit Rider FL-EROP-11
IRA Rider FL-IRA-12
Roth IRA Rider FL-ROTHIRA-12

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as all applicable requirements of the Insurance Department of the State of Arkansas.



Mary Cavanaugh
Executive Vice President and General Counsel

Date: August 31, 2012

SERFF Tracking #:

FRTH-128629062

State Tracking #:

Company Tracking #:

0146FLI-02

State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

Personal Retirement Manager Variable Annuity

Project Name/Number:

Individual Flexible Premium Variable Annuity Contract/0146FLI01-02

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)
08/09/2012	Form	Enhanced Return of Premium Death Benefit Rider	09/04/2012	FL-EROP-12 Enhanced Return of Premium Death Benefit Rider 07-31-2012.pdf (Superseded)



FORETHOUGHT LIFE INSURANCE COMPANY
[300 N. Meridian St.
Suite 1800
Indianapolis, IN 46204]

ENHANCED RETURN OF PREMIUM DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract and the Guaranteed Lifetime Withdrawal Benefit rider that is issued with this rider and attached to the Contract

This rider provides a Guaranteed Minimum Death Benefit (DB) that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Base Return of Premium - If this rider is effective on the Issue Date, this amount equals the Premium Payments adjusted for Partial Withdrawals, as described in this rider. If this rider is effective after the Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Partial Withdrawals, as described in this rider.

Enhanced Return of Premium - If this rider is effective on the Issue Date, this amount equals the Premium Payments adjusted for Excess Withdrawals. If this rider is effective after the Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Excess Withdrawals.

Excess Withdrawal – An amount determined on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider elected as part of the Contract. If no such rider is elected, any withdrawal is an Excess Withdrawal.

Lifetime Annual Payment (LAP) - An amount available on a Contract Year basis as described in the Guaranteed Lifetime Withdrawal Benefit rider that is issued with this rider and attached to the Contract.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Accounts, if applicable. Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary following the Rider Effective Date.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death of the Owner is equal to the greatest of the amounts determined in a), b), or c) below:

- a) Enhanced Return of Premium , or
- b) Base Return of Premium, or
- c) The Contract Value.

Enhanced Return of Premium Step-Up

Upon the first Partial Withdrawal Enhanced Return of Premium will equal the greater of the Enhanced Return of Premium or Contract Value immediately prior to the Partial Withdrawal. A Step-up will apply only once during the term of the Contract.

When a Partial Withdrawal is made:

Base Return of Premium:

For Partial Withdrawals which are not Excess Withdrawals, Your Base Return of Premium will be reduced dollar for dollar. Excess Withdrawals will reduce Your Base Return of Premium by multiplying Your Base Return of Premium by the following Factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

Enhanced Return of Premium:

Partial Withdrawals which are not Excess Withdrawals do not reduce Your Enhanced Return of Premium. Excess Withdrawals reduce Your Enhanced Return of Premium by multiplying Your Enhanced Return of Premium by the following factor:

Factor = (A/B) where:

- A = The Contract Value immediately after the Excess Withdrawal; and
- B = Contract Value (less any Withdrawal that is not an Excess Withdrawal) immediately prior to the Excess Withdrawal.

SPOUSAL CONTINUATION

This rider terminates upon the death of the Owner. If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract. The surviving spouse may re-elect this rider, subject to the election rules that are then in place.

OWNERSHIP CHANGE

Any ownership change will result in the termination of this rider, except if after such ownership change the original Owner continues to be the beneficial owner. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version

chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.

2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), or investment program(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, will result in a termination of this Rider. We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, Partial Withdrawals, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.

REVOCATION/TERMINATION OF THE DEATH BENEFIT

You may only revoke this rider if: (i) The Company sponsors a conversion program on a non-discriminatory basis and You elect to participate in that program; or (ii) on or after the [1st] anniversary of the Rider Effective Date, provided that the Rider Charge at the time of revocation is greater than the Rider Charge on the Rider Effective Date. If You terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You and You cannot elect any other optional Death Benefit, unless we sponsor a conversion program.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if

- (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Minimum Contract Value stated under Your Contract or (ii) one of Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish; or
- (B) on any Valuation Day, as a result of a Partial Withdrawal, Your Contract Value is reduced below an amount equal to the greater of (x) the Minimum Contract Value stated under Your Contract or (y) one of

Your Lifetime Annual Payments or such lower amount as We, in Our discretion, may establish, the Enhanced Return of Premium value will equal zero. The Base Return of Premium value will not change.

POST ISSUE ELECTION

If the Rider Effective Date is after the Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. If the Rider Effective Date is after the Issue Date, all benefits under this rider will be calculated as of the rider issue date and any prior values will be disregarded.

We reserve the right to make this benefit available through a company sponsored conversion program.

RIDER CHARGE

There is an additional charge for this rider. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject a maximum rate of [1.50%]. The charge will be assessed on each Quarterly Contract Anniversary based on the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium. The Rider Charge will be deducted on each Quarterly Contract Anniversary on a prorated basis from the Sub-Account(s).

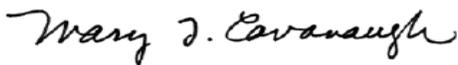
If the rider effective date is after the Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The first Rider Charge will be prorated based on the number of days between the rider effective date and the next Quarterly Contract Anniversary.

If this rider is revoked or terminated on any date other than a Quarterly Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the annual Rider Charge percentage multiplied by the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium prior to the revocation or termination, multiplied by the number of days since the last Quarterly Contract Anniversary, divided by 365, divided by 4.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of an Owner or Annuitant.

Signed for Forethought Life Insurance Company

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Secretary



President]