



Notice of Changes to Prosperity Elite 10

Applicable in the following states: AK, DE, FL Issue Ages 65+ only, MA, MN, NV, OH, OK, OR, PA, SC, TX, UT & WA

Prosperity Elite 10 annuity contracts issued 12/12/15 or later will receive the following Vesting Premium Bonus rates:

- For Prosperity Elite 10, the Enhanced Package new Vesting Premium Bonus will be 3% (0-75) and 1.5% (76+).
- For Prosperity Elite 10, the Protection Package new Vesting Premium Bonus will be 6% (0-75) and 3% (76+).

Fidelity & Guaranty Life is the marketing name of Fidelity & Guaranty Life Insurance Company and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Each Fidelity & Guaranty Life company is solely responsible for its contractual commitments.



Fidelity &
Guaranty Life®

Prosperity Elite® 10

Flexible Premium Fixed Deferred Indexed Annuity
Options for your retirement planning



Prosperity **Elite 10** is a flexible premium fixed deferred indexed annuity

What is that?

Flexible Premium: This means you can make multiple premium payments.

Deferred: This means the maturity date and annuitization does not begin immediately. Also, you pay no current income tax on interest earned. Taxes are deferred until you withdraw your earnings.¹

Fixed: This means that Fidelity & Guaranty Life Insurance Company declares and guarantees for one year periods a fixed rate of interest on the fixed interest rate option.

Indexed: This means that it offers indexed interest crediting options. The indexed interest crediting options earn interest that depends in part on how a market index performs. You could earn 0% indexed interest. **You could never be credited less than 0%.**

The annuity does not participate in any stock, bond or equity investments. You aren't buying shares of stock or an index. Dividends paid on the stocks on which the indices are based don't increase your annuity earnings.

Annuity: An annuity is a vehicle to provide payments to the holder at specified intervals. It is designed to be a long-term retirement tool and not to be used to meet short-term financial goals.

¹ Tax deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.

*In this document are important points to think about before you buy the **Prosperity Elite® 10** annuity from Fidelity & Guaranty Life Insurance Company. Fidelity & Guaranty Life has prepared this summary to help you understand **Prosperity Elite 10's** many options, advantages and limitations. Please confirm your understanding by signing the enclosed confirmation statement.*

Product features include:

- ✓ *Minimum guarantees that protect your principal from market decline.*
- ✓ *Upside interest potential through five indexed interest crediting options.*
- ✓ *Downside protection – any indexed interest credited is never taken away, due to market decline.*
- ✓ *A fixed interest option that provides a certain rate one year at a time.*
- ✓ *Liquidity for life's unexpected events. Surrender charges and market value adjustment charges are waived for home health care needs, diagnosis of a terminal illness or nursing home confinement. These riders (addendums to the contract) provide full access to your account value without penalty as long as certain conditions are met. (Riders may not be available in all states.)*
- ✓ *The ability to add features that help you build a product solution that meets your individual needs (Additional charges may apply.)*

Guarantees

- ✓ *The guaranteed minimum surrender value is the minimum you would receive if you surrender your contract. It is meant to provide a known value, a floor, and is required of products of this type. The minimum guaranteed surrender value is 87.5% of your premiums compounding at the minimum guaranteed surrender value (MGSV) rate. That rate is between 1% and 3%, is set at issue and fixed for the life of the contract.*

How does Prosperity Elite 10 work?

1. HOW WILL THE VALUE OF MY ANNUITY POTENTIALLY GROW?

Six Interest Crediting Options That Offer Upside Potential (Subject To Caps/Declared Rate)

Five of the six interest crediting options in your annuity will potentially earn interest based on formulas in part linked to changes in an index. These are subject to a limit or cap rate (please see Interest-Crediting Options 1 through 5 in the side box). You choose which Interest-Crediting Options you wish to participate in. With respect to the indexed interest crediting options, interest, if any, is credited on each indexed crediting option's anniversary and, because indexed interest will never be less than 0%, your account value will never decrease due to a declining index.

The **sixth** interest crediting option is the Fixed Interest Option. The initial interest rate is GUARANTEED for one year, and the rate thereafter is declared in advance and guaranteed in one year increments. The rate is guaranteed never to be less than 1%.

2. WHAT GUARANTEES ARE INCLUDED IN MY ANNUITY?

87.5% of Your Premium Compounding at a Rate Between 1% and 3% as a Minimum Guaranteed Surrender Value (MGSV)

Your annuity contains a protective floor. The minimum guaranteed surrender value on a full surrender is 87.5% of premium, plus daily interest accruing at the MGSV accumulation interest rate. That rate is between 1% and 3%, is set at issue and fixed for the life of the contract. The MGSV is reduced by prior withdrawals.

You will be paid the greater of the vested account value, less any applicable surrender charges, market value adjustment (MVA), and rider charges, and the MGSV.

Indexed Interest Crediting Options

- ✓ One-year monthly point-to-point with a cap
- ✓ One-year annual point-to-point with a cap
- ✓ One-year monthly average with a cap
- ✓ Point-to-point fixed declared rate on index gain crediting option

Gold Commodity

- ✓ One-year Gold Commodity annual point-to-point with a cap. The gold price is the USD p.m. closing price of gold as printed by The London Bullion Market Association on a specified date and can be found at: www.lbma.org.uk

Fixed Interest Option

The interest rate your annuity is issued with is guaranteed for one year. After the first contract anniversary, we will declare, on or before each contract anniversary, a new interest rate that is guaranteed for one year.

Interest Crediting Options:
minimum caps

Each interest crediting option has minimum caps. These are the lowest the rates could be set at each crediting option anniversary.

- ✓ One-year monthly point-to-point with a cap.
Minimum cap per month: 1%
- ✓ One-year annual point-to-point with a cap.
Minimum cap per year: 1%
- ✓ One-year monthly average with a cap.
Minimum cap per year: 1%
- ✓ One-year Gold Commodity annual point-to-point with a cap.
Minimum cap per year: 1%
- ✓ Point-to-point fixed declared rate on index gain crediting option.
Minimum declared rate per year: 1%

3. HOW DO I GET INCOME FROM MY ANNUITY?

There are several ways to access your account value, including transforming your account into annuity payments. If you take withdrawals and it is during the surrender charge period, you will be assessed a surrender charge and MVA if the amount withdrawn is in excess of the free amount.

Partial Free Withdrawals

Each contract year (after the first contract year), you may withdraw, surrender charge free, 10% of your vested account value as of the prior contract anniversary, less any free withdrawals taken during the current contract year. If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

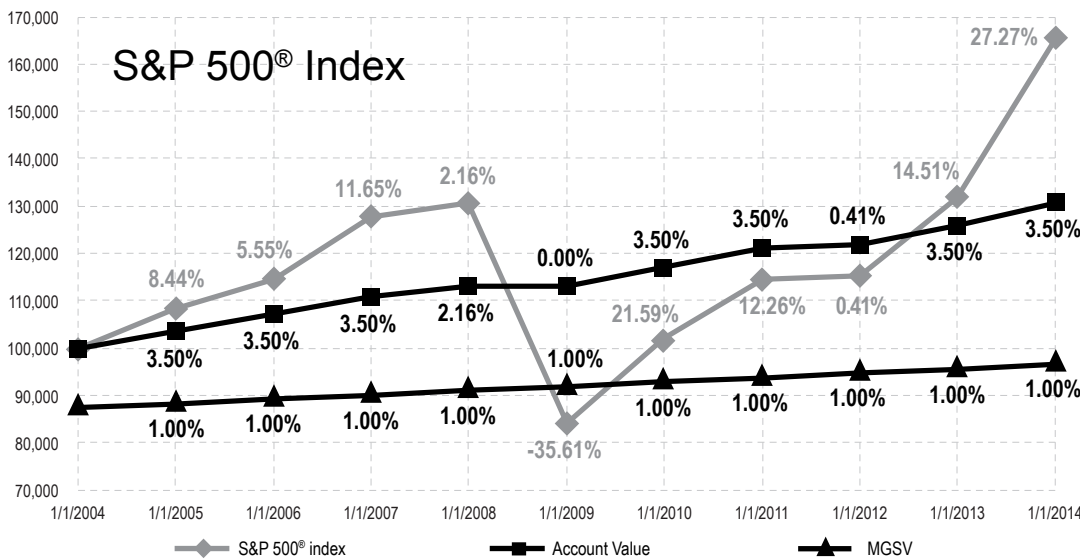
Partial Withdrawals and Option for Systematic Withdrawals

Before annuity payments begin you may take up to four withdrawals per year (\$500 minimum), or you may take regular systematic withdrawals on a monthly, quarterly, semi-annual or annual basis (\$100 minimum). During the surrender charge period, withdrawals that exceed the annual 10% free partial withdrawal amount will be subject to surrender charges and MVA. Interest will not be credited to any amounts withdrawn if taken prior to the crediting interest date for the options you have chosen and are currently in.

Annuity Payouts

You must begin receiving annuity payments no later than the maturity date. The maturity date is fixed at contract issue and is no later than the contract anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. Annuity payments are based on the surrender value. An annuity option may be changed any time before annuity payments begin.

The following hypothetical example demonstrates how the account value of a Prosperity Elite 10 contract would have performed based on the non-guaranteed assumptions stated here: no withdrawals, no rider charges, and no surrender charges.

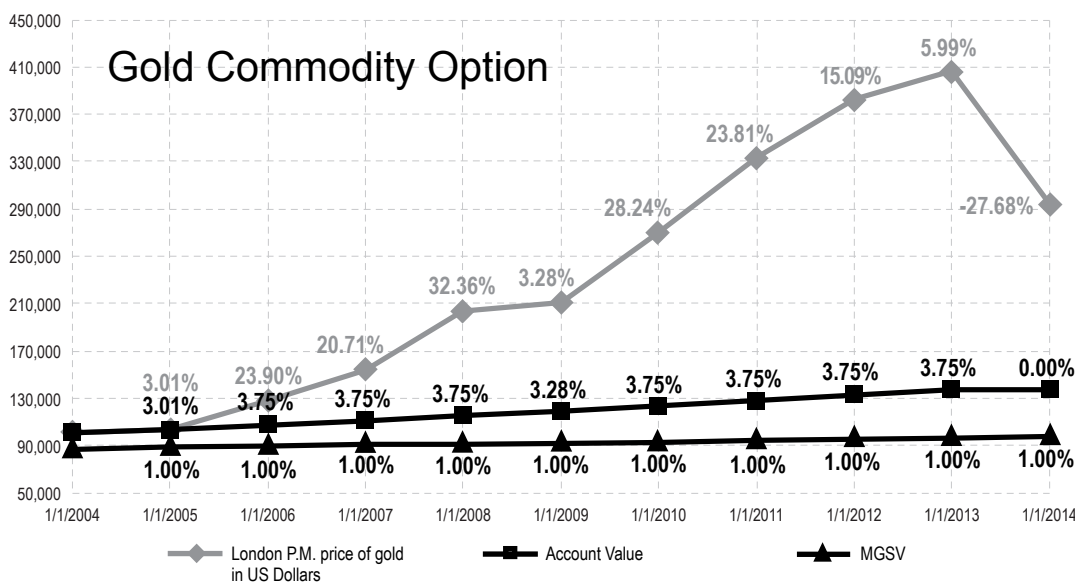


This hypothetical example assumes a new Prosperity Elite 10 contract was issued on January 1, 2004, utilizing \$100,000 in premium allocated entirely to the one-year annual point-to-point with a cap Indexed Interest Crediting Option without any reallocation to other interest crediting options. This example further assumes the non-guaranteed cap rate was 3.50% and did not change throughout the entire period shown. In reality, cap rates are subject to change, subject to certain contractual minimum guarantees. The example further assumes that during the period shown, there were no additional premiums paid, no surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. It further assumes no optional riders were purchased, and thus no rider charges deducted or premium bonus applied. Although this product was not available for the time period referenced, actual historical prices of the S&P 500 Index have been used. The example is hypothetical, non-guaranteed and is not an indication of the annuity's past or future performance.

The use of alternate rates or assumptions would produce significantly different results.

The S&P 500 Index does not include dividends paid on the underlying stocks, and therefore does not reflect the total return of the underlying stocks; neither a market index nor any market indexed annuity is comparable to a direct investment in the financial markets. Indexed annuities do not directly participate in any stock or equity investments.

Minimum Guaranteed Surrender Value:
87.5% of premium accumulating at 1.00%



This hypothetical example assumes a new Prosperity Elite 10 contract was issued on January 1, 2004, utilizing \$100,000 in premium allocated entirely to the one-year annual point-to-point with a cap Indexed Interest Crediting Option without any reallocation to other interest crediting options. This example further assumes the non-guaranteed cap rate was 3.75% and did not change throughout the entire period shown. In reality, cap rates are subject to change, subject to certain contractual minimum guarantees. The example further assumes that during the period shown, there were no additional premiums paid, no surrender, no withdrawals of any type and thus no surrender charges or market value adjustments applied. It further assumes no optional riders were purchased, and thus no rider charges deducted or premium bonus applied. Although this product was not available for the time period referenced, actual historical prices of the Gold Commodity Option have been used. The example is hypothetical, non-guaranteed and is not an indication of the annuity's past or future performance.

The use of alternate rates or assumptions would produce significantly different results.

The Gold Commodity Option does not include dividends paid on the underlying stocks, and therefore does not reflect the total return of the underlying stocks; neither a market index nor any market indexed annuity is comparable to a direct investment in the financial markets. Indexed annuities do not directly participate in any stock or equity investments.

Minimum Guaranteed Surrender Value:
87.5% of premium accumulating at 1.00%

SURRENDER CHARGES

What happens if I take out some or all of the money from my annuity?

A surrender charge and MVA applies for the first ten years on full or partial surrenders in excess of the 10% annual free amount allowed, and in calculating the annuity payments unless they do not apply under the conditions below. Notably, there is no free amount available in the first contract year.

Annuity Contract Year:	1	2	3	4	5	6	7	8	9	10	11+
Surrender Charge:	12%	11%	10%	9%	8%	7%	6%	5%	4%	3%	0%

The surrender charge equals the surrender charge percentage for the applicable contract year multiplied by the amount of account value that exceeds the penalty free amount available. Please review your annuity for the appropriate surrender charge schedule.¹

Is there any way to withdraw money during the surrender charge period without paying a surrender charge?

Free partial withdrawals are available each contract year, after the first contract year, during the surrender charge period and you may withdraw up to 10% of your vested account value as of the prior contract anniversary.

Waiver of surrender charge riders listed below.²

- **Home Health Care Rider** *If the annuitant requires Home Health Care Services by a licensed Home Health Care provider as a result of being impaired in performing two out of six activities of daily living as outlined in your contract, and such care begins at least one year after the annuity's effective date, and the impairment has lasted at least 60 days and is expected to continue for at least 90 days following the request. Surrender charges and MVA will be waived on withdrawals made while the annuitant is impaired.*
- **Nursing Home Benefit Rider** *If you are confined to a licensed nursing home for more than 60 days, and your confinement begins at least one year after the annuity's effective date, surrender charges and MVA will be waived on withdrawals made during the period of your confinement.*
- **Terminal Illness Benefit Rider** *If a licensed physician certifies that you have been diagnosed with an illness or condition that causes your life expectancy to be less than one year, and the diagnosis takes place at least one year after the annuity's effective date, surrender charges and MVA will be waived during this period of terminal illness.*

¹ Lower surrender charges may apply in some states. They are declining for ten years, and are: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

² Please refer to your representative for availability in your state.

Surrender charges and MVA are not imposed if you die. If your spouse as beneficiary elects to continue the contract and subsequently surrenders, your spouse will be subject to a surrender charge and MVA if within the surrender charge period.

Market Value Adjustment

What is a Market Value Adjustment?

A Market Value Adjustment (MVA) is an adjustment made during the surrender charge period to the portion of the account value withdrawn or applied to an annuity option that exceeds the free withdrawal amount. The MVA is in addition to the applicable surrender charge amount. The MVA may increase or decrease the amount of the withdrawal or the surrender value depending on the change in interest rates since you purchased your annuity. Generally, if interest rates have risen since you purchased your annuity, the MVA will decrease your surrender value; and if interest rates have fallen, the MVA will increase your surrender value. The net total of all MVA and surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value. If the MVA results in an increase to the surrender value, the amount of the increase will not be greater than the amount of the remaining surrender charge. For contracts issued in Delaware only, the MVA, positive or negative, will not exceed the remaining surrender charge; the maximum increase or decrease to the otherwise payable surrender value will be an amount equal to the remaining surrender charge.

The MVA is based on a formula that takes into account changes in yields of the U.S. Treasury Constant Maturity (TCM) Series (10 year maturity) between the date of contract issue and the date of the withdrawal. We multiply the amount of the account value withdrawn or applied to an annuity option that is subject to the MVA by the Market Value Adjustment Factor. The Market Value Adjustment Factor is equal to:

$$1 - \left(\frac{1 + A}{1 + B + .0025} \right)^{N/12} \text{ where:}$$

- A and B are index rates based on the Treasury Constant Maturity Series (10 year maturity) published by the Federal Reserve;
- A is the index rate determined as of the contract date of issue;
- B is the index rate determined as of the date we process the surrender or annuitization request; and
- N is the number of months remaining to the end of the surrender charge period, rounded up to the next higher number of months.

The net total of all MVA and surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value.

A positive MVA will decrease the surrender value, and a negative MVA will increase the surrender value.

TCM Rate Decreases from 3.00% to 2.00%

TCM rate at Issue (A)	3.00%
Premium	100,000.00
Surrender Charge Length (months)	120
TCM rate at surrender (B)	2.00%
Number of months remaining (N)	96
Account Value Surrendered	110,000.00
Free Withdrawal Allowed	11,000.00
Surrender Amount subject to charges	99,000.00
Surrender Charge Percentage	10.00%
Surrender Charge	9,900.00
MVA Percentage $1 - [(1+A)/(1+B+.0025)]^{N/12}$	-6.02%
Amount subject to Market Value Adjustment	99,000.00
Market Value Adjustment	-5,960.64
AV Surrendered	110,000.00
Surrender Charge	9,900.00
MVA	-5,960.64
Surrender Value	106,060.64

TCM Rate Increases from 3.00% to 4.00%

TCM rate at Issue (A)	3.00%
Premium	100,000.00
Surrender Charge Length (months)	120
TCM rate at surrender (B)	4.00%
Number of months remaining (N)	96
Account Value Surrendered	110,000.00
Free Withdrawal Allowed	11,000.00
Surrender Amount subject to charges	99,000.00
Surrender Charge Percentage	10.00%
Surrender Charge	9,900.00
MVA Percentage $1 - [(1+A)/(1+B+.0025)]^{N/12}$	9.20%
Amount subject to Market Value Adjustment	99,000.00
Market Value Adjustment	9,107.29
AV Surrendered	110,000.00
Surrender Charge	9,900.00
MVA	9,107.29
Surrender Value	90,992.71

See the *Indexed Interest* attachment for detailed descriptions of the indexed interest crediting options. All of the indexed interest crediting options may not always be available for allocations. You may move your account value among the interest crediting options at the end of index crediting periods. Any premium paid between contract anniversaries is allocated to the fixed interest option until the next applicable indexed crediting period at which time your premium will be allocated to the chosen indexed interest option. Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest on the amount you withdraw. The minimum initial premium to purchase this contract is \$10,000 and the minimum allocation to any option is \$2,000.

Payment In The Event Of Death¹

Should you die before annuity payments begin, we will pay the greater of the account value and the MGSV to the beneficiary named in your annuity. We will also pay a partial interest credit, if applicable, up to the date of death.

Account Value

The annuity's account value equals 100% of premium plus interest credited to each interest crediting option, less any previous withdrawals and associated surrender charges and MVA. For an explanation of the MGSV please see prior page.

¹ Without optional purchased riders.

4. DO I PAY ANY FEES OR CHARGES?

Fees, Expenses & Other Charges

Your full premium is available to potentially earn interest from the effective date of your annuity (surrender charges and MVA apply for the first ten contract years on full or partial surrenders in excess of the free amount).

If you elect either the Enhancement or Protection package, there is a charge which is deducted from the contract's account value annually after the completion of the first contract year. The Enhancement Package charge is 0.50% multiplied by the income base; the Protection Package charge is 1.30%¹ multiplied by the income base. There is no additional charge for the Basic package.

5. DOES THIS AFFECT MY TAXES?

How will annuity payments and withdrawals from my annuity be taxed?

The annuity is tax-deferred, which means you don't pay taxes on the interest it earns until the money is paid to you. When you take payouts or make a withdrawal, you pay ordinary income taxes on the earned interest. Withdrawals are treated as coming from earnings first and then as a return of your premium. Payments under an annuity payment plan are treated as coming partially from earnings and partially as return of premium. You may pay a federal income tax penalty on earnings you withdraw before age 59 ½.

If your state imposes a premium tax, it may be deducted from the money you receive. You may exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange.

If your annuity was issued in connection with a tax qualified plan, you may be required to take minimum distributions beginning at age 70½.

Internal Revenue Code provides that if an annuity is held by a non-natural person and such person is not holding as an agent for a natural person, the contract shall not be treated as an annuity contract for income tax purposes.

Information provided regarding tax or estate planning should not be considered tax or legal advice. Consult your own tax professional or attorney regarding your unique situation.

Does buying an annuity in a retirement plan provide extra tax benefit?

Buying an annuity within an IRA doesn't give you any extra tax benefit. The annuity is tax-deferred, which means you generally don't pay taxes on the money until it is paid to you. Payments under an annuity payment plan are generally entirely taxable under most IRA plans.² Choose the annuity based on its other features and benefits as well as its risks and costs, not its tax benefits. Please consult your tax advisor regarding your unique situation.

¹ Once this package is elected it cannot voluntarily be terminated. There is a charge for the Protection Package, which includes two optional riders each with their own separate charge. Both riders are required when purchasing the Protection Package. The Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider charge is 0.80% multiplied by the income base at each contract anniversary. The Enhanced Guaranteed Minimum Death Benefit (EGMDB) Rider charge is 0.50% multiplied by the highest rider guaranteed minimum death benefit amount on each contract anniversary. These charges are deducted from the account value each contract anniversary until the earliest of surrender, annuitization or a death that triggers the benefits and in the case of the EGMWB rider only transfer of ownership during the withdrawal period or the date you request the rider be terminated.

² Taxation on IRA plans varies depending on the type of IRA, traditional IRA, Roth IRA, SEP IRA you own.

6. WHAT ELSE DO I NEED TO KNOW?

Other Information

- This annuity is designed for people who do not anticipate needing to access their annuity beyond the free amount for at least ten years.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.
- You have a set number of days (at least 10) to look at the annuity after you buy it. If you decide during that time that you don't want it, you can return the annuity and get your premium back. Read the cover page of your annuity contract as soon as you receive it to understand how many days you have to decide if you want to keep it.
- At least once each year, we will send you a report of the current annuity values.
- We pay the agent, broker, or firm for selling the annuity to you. Compensation is not deducted from your premium. However, the compensation we pay impacts contract pricing including, surrender charges, interest rates, caps, participation rates and spread.
- Required Minimum Distributions – Certain tax qualified annuities are subject to required minimum distributions which generally require that distributions begin no later than April 1st of the year following your attainment of age 70½ and that amounts be paid to you over a period not longer than your life expectancy.
- Your annuity values are guaranteed by Fidelity & Guaranty Life Insurance Company. As a legal reserve company, Fidelity & Guaranty Life Insurance Company is required by state regulation to maintain reserves equal to or greater than guaranteed surrender values.

7. WHAT SHOULD I KNOW ABOUT FIDELITY & GUARANTY LIFE?

Incorporated in 1959, Fidelity & Guaranty Life Insurance Company has a solid commitment to serving the individuals it knows best – middle market consumers seeking the safety, protection, accumulation and potential income features of life insurance and annuity products. Fidelity & Guaranty Life offers its series of focused life insurance and annuity products through its network of independent marketing organizations. Insurance products are offered through Fidelity & Guaranty Life Insurance Company in every state, other than New York, as well as the District of Columbia. In New York, products are offered through a wholly owned subsidiary, Fidelity & Guaranty Life Insurance Company of New York. Each company is solely responsible for its contractual commitments.

Interest Crediting attachment

ONE-YEAR MONTHLY POINT-TO-POINT WITH A CAP

The monthly point-to-point index percentage change is determined by adding 12 months of monthly index percentage changes. Positive monthly percentage changes are limited to the declared monthly percentage cap; negative monthly percentage changes are not limited. If the sum of the monthly index percentage changes is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

ONE-YEAR MONTHLY AVERAGE WITH A CAP

The one-year monthly average index percentage change is determined by first calculating the average of 12 months of monthly index values. This average is used to calculate the index percentage change over a one-year period relative to the prior year's index value, limited to the declared annual percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

ONE-YEAR ANNUAL POINT-TO-POINT WITH A CAP

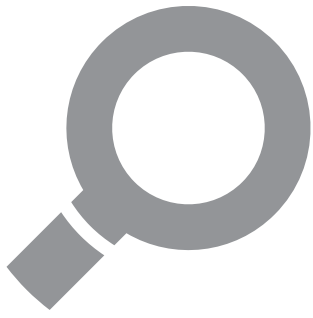
The one-year annual point-to-point index percentage change is determined by subtracting the prior year's index value from the current year's index value then dividing by the prior year's index value, limited to the declared annual percentage cap. If the index percentage change is negative, 0% will be used as the index percentage change. The resulting index percentage change is multiplied by the option's account value to determine the index interest credit.

POINT-TO-POINT FIXED DECLARED RATE ON INDEX GAIN CREDITING OPTION

This option compares the value of the S&P 500® Index at the beginning and end of the one-year indexed crediting period. If the change between those two values is positive, by any amount, the declared interest rate is multiplied by the options account value to determine the interest credited. If the change between those two values is zero or negative, no interest will be credited to the option's account value. The interest rate is set annually by the company in advance of the indexed crediting period.

ONE-YEAR GOLD COMMODITY ANNUAL POINT-TO-POINT WITH A CAP

The Gold interest crediting option uses an interest crediting formula which takes into account the point-to-point values of the Gold Price as part of its calculation. The calculation measures the Gold Price using two points in time, a beginning value and an ending value of the Gold Price. Any interest is calculated based on the difference between these two values. The interest credited, if any, is then subject to an Index Cap Rate, Spread Rate and/or a Participation Rate.



Hypothetical Examples

The following examples are not intended to be representations of past or future performance of Prosperity Elite 10.

These examples use hypothetical caps and index value changes and are intended to demonstrate how the various options work under a variety of conditions.

Steadily increasing index or Gold Price as applicable

Assume the index or Gold Price rises steadily. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase monthly cap rate = 1.50%
1	900.00		
2	909.30	1.03%	1.03%
3	911.20	0.21%	0.21%
4	913.30	0.23%	0.23%
5	914.40	0.12%	0.12%
6	921.30	0.75%	0.75%
7	922.80	0.16%	0.16%
8	926.20	0.37%	0.37%
9	928.10	0.21%	0.21%
10	936.70	0.93%	0.93%
11	947.30	1.13%	1.13%
12	952.90	0.59%	0.59%
13	972.10	2.01%	1.50%

Total of monthly capped changes 7.23%

Annual Interest Credit - Monthly Point to Point 7.23%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.50%
Initial	900.00		
12 Mo. Avg. Values	929.63	3.29%	2.50%

Annual Interest Credit - Monthly Average 2.50%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.00%
Initial	900.00		
1st Anniversary	972.10	8.01%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited declared rate = 2.00%
Initial	900.00		
1st Anniversary	972.10	8.01%	2.00%

Annual Interest Credit - Declared Rate 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase annual cap rate = 2.00%
Initial	800.00		
1st Anniversary	850.00	6.25%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%

Sharply increasing index or Gold Price as applicable

Assume the index or Gold Price rises sharply. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase monthly cap rate = 1.50%
1	900.00		
2	925.65	2.85%	1.50%
3	923.61	-0.22%	-0.22%
4	939.13	1.68%	1.50%
5	1,004.96	7.01%	1.50%
6	1,008.28	0.33%	0.33%
7	1,014.43	0.61%	0.61%
8	1,032.99	1.83%	1.50%
9	1,041.15	0.79%	0.79%
10	1,040.22	-0.09%	-0.09%
11	1,116.78	7.36%	1.50%
12	1,123.37	0.59%	0.59%
13	1,126.51	0.28%	0.28%

Total of monthly capped changes 9.79%

Annual Interest Credit - Monthly Point to Point 9.79%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.50%
Initial	900.00		
12 Mo. Avg. Values	1,024.76	13.86%	2.50%

Annual Interest Credit - Monthly Average 2.50%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase annual cap rate = 2.00%
Initial	900.00		
1st Anniversary	1,126.51	25.17%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited declared rate = 2.00%
Initial	900.00		
1st Anniversary	1,126.51	25.17%	2.00%

Annual Interest Credit - Declared Rate 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase annual cap rate = 2.00%
Initial	800.00		
1st Anniversary	950.00	18.75%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%



With the annual reset feature, any gains from previous years are locked in – your account value will never decrease due to future index declines!



Steadily increasing and a sharp drop in the index or Gold Price as applicable

Assume the index or Gold Price rises steadily, sharply drops and then sharply increases. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 1.50%</i>
1	900.00		
2	983.25	9.25%	1.50%
3	1,020.91	3.83%	1.50%
4	1,033.98	1.28%	1.28%
5	1,118.87	8.21%	1.50%
6	967.37	-13.54%	-13.54%
7	1,026.48	6.11%	1.50%
8	983.16	-4.22%	-4.22%
9	995.84	1.29%	1.29%
10	1,014.86	1.91%	1.50%
11	1,077.38	6.16%	1.50%
12	1,094.51	1.59%	1.50%
13	1,123.73	2.67%	1.50%

Total of monthly capped changes -3.19%

Annual Interest Credit - Monthly Point to Point 0.00%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.50%</i>
Initial	900.00		
12 Mo. Avg. Values	1,036.70	15.19%	2.50%

Annual Interest Credit - Monthly Average 2.50%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	900.00		
1st Anniversary	1,123.73	24.86%	2.00%

Annual Interest Credit - Annual Point to Point 2.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited <i>declared rate = 2.00%</i>
Initial	900.00		
1st Anniversary	1,123.73	24.86%	2.00%

Annual Interest Credit - Declared Rate 2.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	800.00		
1st Anniversary	925.00	15.63%	2.00%

Annual Interest Credit - Gold Annual Point-to-Point 2.00%

Decreasing index or Gold Price as applicable

Assume the index or Gold Price decreases throughout the year and ends with a decrease. Prosperity Elite 10's indexed-linked formula results in the following hypothetical interest credit for the indexed interest options shown below:

MONTHLY POINT-TO-POINT WITH A CAP

Month	Index	Monthly Change in Index %	Capped Increase <i>monthly cap rate = 1.50%</i>
1	900.00		
2	803.25	-10.75%	-10.75%
3	834.01	3.83%	1.50%
4	844.69	1.28%	1.28%
5	914.04	8.21%	1.50%
6	790.28	-13.54%	-13.54%
7	838.56	6.11%	1.50%
8	803.18	-4.22%	-4.22%
9	813.54	1.29%	1.29%
10	769.20	-5.45%	-5.45%
11	780.43	1.46%	1.46%
12	788.62	1.05%	1.05%
13	809.68	2.67%	1.50%

Total of monthly capped changes -22.88%

Annual Interest Credit - Monthly Point to Point 0.00%

MONTHLY AVERAGE WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.50%</i>
Initial	900.00		
12 Mo. Avg. Values	815.79	-9.36%	-9.36%

Annual Interest Credit - Monthly Average 0.00%

ANNUAL POINT-TO-POINT WITH A CAP

Date	Index	Change in Index %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	900.00		
1st Anniversary	809.68	-10.04%	-10.04%

Annual Interest Credit - Annual Point to Point 0.00%

DECLARED RATE ON INDEX GAIN

Date	Index	Change in Index %	Rate Credited <i>declared rate = 2.00%</i>
Initial	900.00		
1st Anniversary	809.68	-10.04%	0.00%

Annual Interest Credit - Declared Rate 0.00%

GOLD - ANNUAL POINT-TO-POINT WITH A CAP

Date	Gold Price	Change in Gold Price %	Capped Increase <i>annual cap rate = 2.00%</i>
Initial	800.00		
1st Anniversary	725.00	-9.38%	-9.38%

Annual Interest Credit - Gold Annual Point-to-Point 0.00%

In addition to the flexible features of the Prosperity Elite 10 fixed indexed annuity, you have the opportunity to potentially increase accumulation, income, wealth transfer and protection needs by adding additional features, offered by Prosperity Elite 10's Enhancement and Protection packages. These additional features include a premium bonus rider, an income rider, and death benefit!

Prosperity Elite 10 – *Optional Enhancement Package¹ for a charge*

▶ **A Vesting Bonus² on All Premium Received in the First Contract Year** **Vesting Bonus – How does it work?**

- This option offers a premium bonus that is calculated as 4%³ of all premium received in the first contract year for issue ages 0-75 and 2%³ for issue ages 76 and above.
- The bonus is credited to your account value at issue, is split proportionally to each crediting option you elect, and is eligible to earn interest based on the crediting options you elect.
- The bonus amount, plus any interest earned on that amount, then vests over a period of ten years. You cannot access the unvested bonus or any interest thereon. Once vested, it can be withdrawn.

The vesting schedule is as follows:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 and Up
10%	20%	30%	40%	50%	60%	70%	80%	90%	100%/Fully Vested

Vested percentages shown in the vesting schedule are as of the end of the contract year for each crediting option you elect.

The vested account value available to you at any given time for free withdrawals, surrenders, or annuitization includes only the vested portion of the bonus amount at that time.

The account value available as a death benefit includes 100% of any bonus amounts regardless of the portion vested at that time.

▶ **Guaranteed Minimum Death Benefit Rider**

At the death of the owner (or the annuitant if the owner is a non-natural person), the value of the guaranteed minimum death benefit (GMDB) is determined to be the greatest of:

- The account value, including 100% of any bonus amounts regardless of the portion vested at that time; or
- The minimum guaranteed surrender value, or
- Initial premium only, plus any premium bonus thereon, growing with 5%³ simple interest up to 10 years or until age 85, whichever comes first. Any additional premiums will not count toward the GMDB value.

All GMDB values are reduced proportionately by withdrawals previously taken. If the contract is owned jointly, this benefit is only available upon the death of the first owner. If the contract is owned by a non-natural owner, the benefit is only available on the death of the annuitant (first annuitant if there are joint annuitants). If your spouse continues the contract after your death, this rider will terminate.

¹ Once this package is elected it cannot voluntarily be terminated. There is a charge for the Enhancement Package. The charge is 0.50% multiplied by the highest rider guaranteed minimum death benefit amount on the contract anniversary. The charge is deducted from the account value annually after the completion of the first contract year until the earliest of surrender, annuitization or a death that triggers the benefit.

² A premium bonus is paid on this contract. Annuities that offer bonus interest features may have higher fees and charges, longer surrender charge periods, lower credited interest rates and/or lower cap rates than annuities that do not provide the bonus feature.

³ Subject to change.

Prosperity Elite 10 – *Optional Protection Package*¹ for a charge

A Vesting Bonus² of All Premium Received in the First Contract Year

For issue ages 0-75 there is 7%³ vesting bonus of all premium received in the first contract year. For ages 76 and above a vesting bonus of 3.5%³ of all premium received in the first contract year.

See details outlined in the *Enhancement Package* section about how this vesting bonus works.

Protection for Longevity: Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider

The guaranteed minimum withdrawal benefit is designed to provide you with a guaranteed income amount for life generally.⁴ The longer you wait to take withdrawal payments, the greater each withdrawal payment may be. After guaranteed withdrawal payments begin, if the account value is subsequently reduced to \$0, this rider guarantees that you will have an income for life⁴ as long as excess withdrawals have not been taken. If the account value is \$0, any withdrawal payments may be taxable. You should seek the advice of a tax professional to be certain.

The guaranteed withdrawal payment amount is calculated when you elect to receive guaranteed withdrawal payments. The amount of the guaranteed withdrawal payment is a percentage of the income base, an amount tracked separately from the account value. The income base at the time we calculate guaranteed withdrawal payments is the greatest of:

- Your initial premium, plus 18%³ bonus, thereon. Additional premium will not be counted.
- Your initial premium growing at the current EGMWB annual roll-up rate⁵ compounded for no more than 10 years,
- Your Vested Account Value, or
- The minimum guaranteed surrender value.

Any previous withdrawals reduce the income base proportionately. The income base is not a value that can be surrendered or withdrawn. It is used solely for determining the amount of guaranteed withdrawal payments. Any growth in the income base stops when the withdrawal period begins.

The GMWB is made up of two different periods:

Accumulation Period: During the accumulation period the income base can grow as defined above, adjusted proportionately for any withdrawals you may take prior to beginning the guaranteed withdrawal payments. If the income base grows, your guaranteed withdrawal payment will also grow.⁶

During the accumulation period, you may elect to “restart” a new 10-year roll-up period. Restarting a new 10-year period extends the accumulation period and continues the growth of the income base at the annual roll-up rate until guaranteed withdrawal payments or 85 if earlier.⁷

Restart must be elected on a contract anniversary and can only occur between the start of the 6th contract year and prior to the end of the 10th contract year. The income base is increased to the vested account value, if greater, at the time of restart, which may cause the cost of rider charge to increase (up to a maximum of 1.00%). Only one restart is permitted. If no restart is elected during the first 10-year period, the roll-up ends.

¹ Once this package is elected it cannot voluntarily be terminated. There is a charge for the Protection Package, which includes two optional riders each with their own separate charge. Both riders are required when purchasing the Protection Package. The Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider charge is 0.80% multiplied by the income base at each contract anniversary. The Enhanced Guaranteed Minimum Death Benefit (EGMDB) Rider charge is 0.50% multiplied by the highest rider guaranteed minimum death benefit amount on each contract anniversary. These charges are deducted from the account value each contract anniversary until the earliest of surrender, annuitization or a death that triggers the benefits and in the case of the EGMWB rider only transfer of ownership during the withdrawal period or the date you request the rider be terminated.

² A premium bonus is paid on this contract. Annuities that offer bonus interest features may have higher fees and charges, longer surrender charge periods, lower credited interest rates and/or lower cap rates than annuities that do not provide the bonus feature.

³ Subject to change.

⁴ If you annuitize under your contract, you must select a lifetime only payment option as defined in the contract in order to receive payments for life. Annuitization amount may be different than guaranteed withdrawal amount.

⁵ Please refer to your agent for the current GMWB annual roll-up rate.

⁶ If you begin taking withdrawals the Accumulation Period will end, starting the Withdrawal Period.

⁷ Fidelity & Guaranty Life reserves the right to change the GMWB roll-up rate upon restart.

The roll-up rate is not to be less than the guaranteed rate of 3%. Restart is not available in all states. Please refer to your representative for state availability.

Prosperity Elite 10 – *Optional Protection Package¹ for a charge, cont'd*

Withdrawal Period: You may begin taking payments through a series of withdrawals annually, semi-annually, quarterly or monthly at any time after the first contract year (subject to surrender charges, if any), and after having reached age 50. You may take up to the guaranteed withdrawal payment amount which is the maximum amount that can be withdrawn each contract year without negatively affecting your income base. In any year if you do not exceed this guaranteed amount this is the amount guaranteed to be paid for your lifetime³, even if your account value falls to zero. If you take an excess withdrawal your guaranteed withdrawal payments will be reduced and in some instances will terminate.

Your guaranteed withdrawal payment amount is calculated by multiplying your income base by your guaranteed withdrawal percentage and is based on your age at the time you begin receiving guaranteed payments.

Joint Payout: Income under this rider can be based on the lives of two people as long as they are joint annuitants and legal spouses. In the case of joint annuitants, the guaranteed withdrawal percentage is determined by the age of the younger of the two annuitants at the time guaranteed withdrawal payments are elected. The guaranteed withdrawal payment is guaranteed to be paid until the death of the second annuitant.⁸

Termination: At contract maturity (age 100⁹), should you select a payment option of income for life with no guaranteed period, then the annuity payment amount is the greater of the annuity payment amount provided under the base contract for that payout option and the guaranteed withdrawal payment. Should you choose another payment option available under the contract, the annuity payment amount will be based on the annuity payment amount provided under the base contract and could be less. You may request to terminate this rider after the 10th contract year.

Spousal Continuation: If the rider is in the accumulation period on the date of the first owner's death, this rider will continue if your spouse continues the contract after the first owner's death. The guaranteed withdrawal percentage will be based on your spouse's age, single annuitant, at the time guaranteed withdrawal payments begin. If the rider is in the withdrawal period, and provided joint annuitants, guaranteed withdrawal payments will continue based on the same annuitant's age as it was at the time of owner's death.

Excess Withdrawal: An excess withdrawal is a withdrawal that causes the total withdrawals for the contract year to exceed the guaranteed withdrawal payment amount. The income base will be reduced in proportion to the reduction in the account value. The guaranteed withdrawal payment amount will be recalculated following an excess withdrawal. Depending on the amount of the withdrawal, surrender charges and other penalties may apply.

Guaranteed Withdrawal Percentages:

Annuitant's Age	50	51	52	53	54	55	60	65	70	75	77-90+
Single Annuitant	3.30%	3.40%	3.50%	3.60%	3.70%	3.80%	4.30%	4.80%	5.30%	5.80%	6.00%

Payout percentages may vary for age. While only certain ages are represented in the chart above, payout percentages increase by 0.10% each year to age 77.

Annuitant's Age	50	51	52	53	54	55	60	65	70	75	80	82-90+
Joint Annuitant	2.80%	2.90%	3.00%	3.10%	3.20%	3.30%	3.80%	4.30%	4.80%	5.30%	5.80%	6.00%

Payout percentages may vary for age. While only certain ages are represented in the chart above, payout percentages increase by 0.10% each year to age 82.

¹ Once this package is elected it cannot voluntarily be terminated. There is a charge for the Protection Package, which includes two optional riders each with their own separate charge. Both riders are required when purchasing the Protection Package. The Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider charge is 0.80% multiplied by the income base at each contract anniversary. The Enhanced Guaranteed Minimum Death Benefit (EGMDB) Rider charge is 0.50% multiplied by the highest rider guaranteed minimum death benefit amount on each contract anniversary. These charges are deducted from the account value each contract anniversary until the earliest of surrender, annuitization or a death that triggers the benefits and in the case of the EGMWB rider only transfer of ownership during the withdrawal period or the date you request the rider be terminated.

³ If you annuitize under your contract, you must select a lifetime only payment option as defined in the contract in order to receive payments for life. Annuitization amount may be different than guaranteed withdrawal amount.

⁸ In order for payments to continue until the death of the second annuitant, the second annuitant must select spousal continuation of the contract and, at contract maturity must annuitize as defined in the rider.

⁹ May vary by state.

Prosperity Elite 10 – *Optional Protection Package¹ for a charge, cont'd*

Protection against Impairment

EGMWB includes a valuable feature that guarantees a higher guaranteed income stream while impaired and the account value is more than zero. If you are a single annuitant, the enhanced guaranteed withdrawal payment will be 2 times the guaranteed withdrawal payment. If you are joint annuitants, the enhanced guaranteed withdrawal payment will be 1.5 times the guaranteed withdrawal payment.

In order to receive the enhanced guaranteed withdrawal payments you must be certified by a physician as impaired and expected to be permanently unable to perform at least two out of six activities of daily living (ADLs). ADLs include eating, bathing, dressing, transferring, toileting, and continence. Care for the related impairment must be received by a licensed caregiver and cannot be an immediate member of your family.

To qualify for this benefit all of the following conditions must apply:

- The contract must be in force for a minimum of three years with no premiums paid for at least three years prior to the request for the benefit; (This benefit will not be available until the completion of three contract years.)
- The annuitant is age 60 or older and;
- The annuitant must be a U.S. resident on the approval date and;
- Must meet ADL guidelines listed above and the impairment under those guidelines must begin at least 1 year after the contract date of issue.

If impairment conditions cease, the owner can continue GMWB payments at the original level of 100%, even if the account value has been reduced to \$0. If the account value is depleted while receiving this benefit, the guaranteed withdrawal payment amount will revert to the original amount. You may not receive this benefit after the point at which the account value is depleted.

Protection at Death: Enhanced Guaranteed Minimum Death Benefit Rider

At the death of the owner, the beneficiary can choose to receive either:

Payouts taken over at least 5² years (10 years if the contract was issued at age 71 or older) is the greatest of:

- The minimum guaranteed surrender value, or
- The initial premium, plus any applicable bonus, or
- The initial premium only growing with 6.5% compound interest up to the earliest of 10 years, age 85, or the beginning of the withdrawal period, whichever comes first. Any additional premiums will not count toward the GMDB value.

All payments of the EGMDB will be made in compliance with Internal Revenue Code Section 72(s), which may result in a longer or shorter payment period depending on the life expectancy of the beneficiary

or:

A lump sum guaranteed minimum death benefit that will be the greatest of:

- The annuity's account value, or
- Only initial premium plus the premium bonus growing thereon at 5%³ simple interest up to the earliest of 10 years, age 85, or death. Any additional premiums will not count toward the GMDB value.

All enhanced GMDB values are reduced proportionately by withdrawals previously taken including guaranteed withdrawal payments. If the contract is owned jointly, this benefit is only available upon the death of the first owner. If the contract is owned by a non-natural owner, the benefit is only available on the death of the annuitant (first annuitant if there are joint annuitants). If your spouse continues the contract after your death, this rider will terminate.

¹ Once this package is elected it cannot voluntarily be terminated. There is a charge for the Protection Package, which includes two optional riders each with their own separate charge. Both riders are required when purchasing the Protection Package. The Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider charge is 0.80% multiplied by the income base at each contract anniversary. The Enhanced Guaranteed Minimum Death Benefit (EGMDB) Rider charge is 0.50% multiplied by the highest rider guaranteed minimum death benefit amount on each contract anniversary. These charges are deducted from the account value each contract anniversary until the earliest of surrender, annuitization or a death that triggers the benefits and in the case of the EGMWB rider only transfer of ownership during the withdrawal period or the date you request the rider be terminated.

² The 5 or 10 year payout is determined by the issue age of the owner or the oldest owner if the contract has joint owners. The death benefit payout option cannot be invoked prior to the 5th contract year.

³ Subject to change.



GOLD COMMODITY DISCLOSURE SUPPLEMENT

Allocating premium to the Gold interest crediting option does not constitute a purchase of or direct investment in Gold or any Gold Index. The Gold interest crediting option is based on the changes in the price of Gold over time; it may experience more fluctuation than a composite interest crediting option which includes a variety of companies from different industries.

GOLD PRICE

For this annuity contract interest is credited based on the change in value of the Gold Price subject to the interest crediting methodology discussed below. The Gold Price is established by the London P.M price of gold in US Dollars as printed by the London Bullion Market Association. The Gold Price can be found at www.lbma.org.uk. If the publication of the Gold Price is discontinued at www.lbma.org.uk then the Company will substitute another widely published source of the Gold Price and will notify the Owner of the change.

INTEREST CREDITING METHOD

POINT-TO-POINT

The Gold interest crediting option uses an interest crediting formula which takes into account the point-to-point values of the Gold Price as part of its calculation. The calculation measures the Gold Price using two points in time, a beginning value and an ending value of the Gold Price. Any interest is calculated based on the difference between these two values. The interest credited, if any, is then subject to an Index Cap Rate, Spread Rate and/or a Participation Rate.

YOUR PREMIUM

You decide how to allocate your premium. The Gold interest crediting option is one of your choices. If you elect to allocate your premium to the Gold interest crediting option or any other index option, keep in mind that your premium is not invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest. The investment performance of the interest crediting option does not directly pass through to you as an investment. You will not receive dividends off the index.

Fidelity & Guaranty Life is the marketing name for Fidelity & Guaranty Life Insurance Company in all states except New York and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Fidelity & Guaranty Life Insurance Company, incorporated in 1959, and Fidelity & Guaranty Life Insurance Company of New York, incorporated in 1962, have a solid commitment to serving the individuals Fidelity & Guaranty Life knows best – middle market consumers seeking the safety, protection, accumulation and income features of secure life insurance and annuity products. Fidelity & Guaranty Life will continue to offer its series of focused life insurance and annuity products through its network of independent marketing organizations.

Contracts issued by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and indexed deferred annuities and optional additional features. Before purchasing, consider your financial situation and alternatives available to you. Your Fidelity & Guaranty Life Insurance Company financial professional can help you determine the best alternatives for your goals and needs, or visit us at www.fglife.com for more information.

Form numbers: API-1018 (06-11), ACI-1018 (06-11); et al.

Optional provisions and riders have limitations, restrictions and additional charges.

Subject to state availability. Certain restrictions may apply.

This product is offered on a group or individual basis as determined by state approval.

For group contracts, terms and conditions are set forth in the group certificate and master contract and are subject to the laws of the state in which they were issued.

This document is not a legal contract. For the exact terms and conditions, please refer to the annuity contract.

“S&P 500®” is a trademarks of The McGraw-Hill Companies, Inc. and has been licensed for use by Fidelity & Guaranty Life Insurance Company. Standard & Poor’s does not sponsor, endorse, promote, or make any representation regarding the advisability of purchasing the contract.

Annuities are long-term vehicles to help with retirement income needs.

Indexed interest rates are subject to a cap. Caps are subject to change at the discretion of Fidelity & Guaranty Life Insurance Company.

Interest rates subject to change at insurer’s discretion and are effective annual rates.

You are purchasing a fixed indexed annuity contract that provides minimum guaranteed surrender values. You should understand how the minimum guaranteed surrender values are determined and the product features used to determine the values. Even though contract values may be affected by external indices, the contract annuity is not an investment in the stock market and does not participate in any stock, bond, or equity investments.

1.888.513.8797 **www.fglife.com**

No bank guarantee. • Not FDIC/NCUA/NCUSIF insured. • May lose value if surrendered early.



Instructions for Agent

Prosperity Elite 10



Fidelity &
Guaranty Life®

1. Review this brochure with the customer(s).
2. Have the customer(s) sign and date the Confirmation Statement.
3. In the box marked "For Agent Use," verify the identity of owner(s) and annuitant(s), fill-in your name and address, and sign.
4. Detach and return the Confirmation Statement with the application to Fidelity & Guaranty Life.

Confirmation Statement

Please sign below to indicate your understanding.

This form must be detached and returned with the application to Fidelity & Guaranty Life.

By signing here, you are telling us that you have read this summary and understand the descriptions of the Prosperity Elite 10 fixed indexed annuity features. You are also telling us that neither Fidelity & Guaranty Life nor your agent has made any guarantees or promises regarding future index values, index changes, index credits or interest rates under the annuity.

You understand that the Company offers fixed indexed annuity products with different features and benefits and that you can also apply for those products by contacting the Company or one of its agents.

You have received a copy of the Buyer's Guide (and the Supplement-to-Buyer's Guide for VT only) and understand its disclosures. By choosing a package, I understand that there are rider charges incurred on this contract, withdrawn from account value at contract anniversary. The rider package I have elected is:

- Enhancement Package Protection Package

Signature of Owner

Date

Signature of Joint Owner, if any

Date

For Agent Use: The agent has carefully read and has complied with the Prosperity Elite 10 Product Training and understands fixed indexed annuity features.

Agent

Signature of Agent

Agency Address

City, State, Zip

Annuity Application

Prosperity **Elite 10**

Fidelity & Guaranty Life Insurance Company - Home Office: Des Moines, IA
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Owner(s)

Name: _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: _____
Email Address: _____
Identification No.: _____ State: _____
Type of Identification: State Issued Immigration Military
 Passport Other _____

Joint Owner (if any): _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: _____
Email Address: _____
Relationship to Owner: _____
Identification No.: _____ State: _____
Type of Identification: State Issued Immigration Military
 Passport Other _____

Annuitant(s) (if other than Owner)

Name: _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: _____
Identification No.: _____ State: _____
Type of Identification: State Issued Immigration Military
 Passport Other _____

Joint Annuitant (if any): _____
SSN or TAX ID: _____
 Male Female Birth Date: _____
Address: _____

Phone No.: _____
Identification No.: _____ State: _____
Type of Identification: State Issued Immigration Military
 Passport Other _____

Beneficiary

Primary Contingent Name: _____ SSN: _____
Address: _____ Birth Date: _____
Phone No.: _____
 Primary Contingent Name: _____ SSN: _____
Address: _____ Birth Date: _____
Phone No.: _____

Plan

Nonqualified Traditional IRA Roth IRA SEP IRA Tax-Sheltered Annuity Other (specify plan type): _____

Premium

Initial/Single Premium Paid: (premium paid with application) \$ _____
Make check payable to Fidelity & Guaranty Life Insurance Company.

Replacement

Do you have an existing life insurance or annuity policy? Yes No
Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No
If a 1035 exchange, attach applicable forms. Exchange Amount: \$ _____
Policy/Certificate No.: _____ Company: _____

Product Packages

Basic Package Enhancement Package Protection Package

Special Instructions

Annuity Application

Prosperity **Elite 10**

Fidelity & Guaranty Life Insurance Company - Home Office: Des Moines, IA
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Interest Crediting Options		Interest Crediting Options
		<i>Must be: equal to 100%, whole percentages; \$2,000 per option minimum</i>
Monthly Point-to-Point With Cap	S&P500	_____ %
Annual Point-to-Point With Cap	S&P500	_____ %
Monthly Average With Cap	S&P500	_____ %
Gain Interest Annual-Point-to-Point	S&P500	_____ %
Gold Commodity Annual Point-to-Point with Cap		_____ %
1 Year Fixed Interest		_____ %
Other _____		

Fraud Warning Notice:

(Please review the notice that applies in your state. If your state is not listed, please review the first notice listed.)

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

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

_____ (Owner's Initials)

Annuity Application

Prosperity Elite 10

Fidelity & Guaranty Life Insurance Company - Home Office: Des Moines, IA
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Signature(s)

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and **there are terms, conditions, charges, and fees for any optional rider selected.**

I (We) understand that I (We) have applied for an indexed annuity. I (We) have received a copy of the Company's disclosure material for this annuity. I (We) understand that: while the values of the annuity may be affected by an external index, the annuity does not directly participate in any stock, bond, or equity investments; any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties; and the annuity describes how the minimum guaranteed surrender values and indexed interest credits are calculated.

I (We) understand that the Company offers indexed annuity products with different features and benefits. I (We) can also apply for any of those products by contacting the Company or one of its agents.

If the annuity is issued with a market value adjustment rider, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies.

I (We) certify, under penalties of perjury, that I am a (we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is (are) correct. I (We) understand that federal law requires all financial institutions to obtain identity information in order to verify my (our) identity(ies) and I (we) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I (We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

➔ Signed at: _____ Date: _____

➔ Signature of Owner: _____

➔ Signature of Joint Owner: _____

➔ Signature of Annuitant: _____

➔ Signature of Joint Annuitant: _____

Agent

Does the applicant have an existing life or annuity policy? Yes No

To the best of your knowledge, does this application replace or change existing life insurance or annuities? Yes No

I attest that I have witnessed all signatures. **I certify that the Company's disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made any statements which differ from this material nor have I made any guarantees or promises about the expected future values of the annuity. I have received a copy of, have carefully read and complied with the applied for annuity's training manual.**

I have verified the identity of the Owner, joint Owner, annuitant and joint annuitant through an examination of a state or federal government photo identification card provided by the Owner, joint Owner, annuitant or joint annuitant such as a driver's license or passport.

I have truly and accurately recorded on this application the information provided by the applicant.

Agent's Signature: _____ Date: _____

Print Agent's Name: _____ Fidelity & Guaranty Life Agent No.: _____

Agent's License No. (required only in FL): _____ Agent's Phone No.: (____) _____

Agent's Fax No.: (____) _____ Agent's Email Address: _____