

SERFF Tracking Number: SYMX-126282006 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number: 43346
Company Tracking Number: RSC-0089 7/09
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: RSC-0089 7/09 Retirement Passport
Project Name/Number: RS- Retirement Services/AV AR0012110F01

Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: RSC-0089 7/09 Retirement SERFF Tr Num: SYMX-126282006 State: Arkansas

Passport

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 43346

Closed

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: RSC-0089 7/09

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Symetra Life

Disposition Date: 09/16/2009

Date Submitted: 08/26/2009

Disposition Status: Approved-

Closed

Implementation Date Requested: 09/30/2009

Implementation Date:

State Filing Description:

General Information

Project Name: RS- Retirement Services

Project Number: AV AR0012110F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/16/2009

Deemer Date:

Submitted By: Symetra Life

Filing Description:

August 21, 2009,

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/24/2009

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 09/16/2009

Created By: Symetra Life

Corresponding Filing Tracking Number:

Washington Dept of Insurance

Office of the Insurance Commissioner

PO Box 40255

Olympia, WA 98504-0255

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Filed Via SERFF

NAIC# 1129-68608

FEIN# 91-0742147

RSC-0089 7/09-Contract
RSC-0089 F1 7/09-Contract Face Page
RSC-0091 D 7/09-Contract Schedule Page
RSC-0092D 7/09-Contract Schedule Page, Alternate
RSA-0014 7/09-Master Application
RSA-0015 7/09-Enrollment Application
RSE-0049 7/09-TSA Endorsement:
RSC-0094 7/09-Certificate
RSC-0094 F1 7/09-Certificate Face Page
RSC-0096D 7/09-Certificate Schedule Page
RSC-0097D 7/09-Certificate Schedule Page, Alternate

On behalf of Symetra Life Insurance Company, please find enclosed for your review and approval the above referenced form numbers. This is a new filing and these forms do not replace any existing forms currently in use by Symetra. These forms do not deviate from company or industry standards. Symetra will begin use of these forms upon approval by your state.

This is a registered group flexible premium deferred variable annuity. Its intended use will be as a retirement plan for the 403(b), 457, and non-qualified deferred compensation markets. This product will be registered with the SEC. A master contract will be issued to the contractholder and individual certificates will be issued to the participants under the master contract. The certificates will describe the annuity benefit to which the participant is entitled.

Forms RSC-0091D 7/09 and RSC-0092D 7/09 are the same form, as are RSC-0096D 7/09 and RSC-0097D 7/09, with the only variation in one of the circumstances where we would waive a surrender charge. A retirement plan may enter into an arrangement where the surrender charge is waived in the case of a separation of service for the participant without any additional requirements, as shown on form RSC-0092D 7/09.

The Flesch score for RSC-0089 7/09 is 51.8 and 50.5 for RSC-0094 7/09.

These products will be sold through agents that are licensed and appointed by Symetra Life Insurance Company.

If you have any questions or comments, please call me at (800) 796-3872 ext. 65536 or email at

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jennifer.bowles@symetra.com

Sincerely,

Jennifer Bowles
Insurance Compliance Unit
(425) 256-5536
Symetra Life Insurance Company

Company and Contact

Filing Contact Information

Jennifer Bowles, Insurance Compliance Analyst Jennifer.Bowles@symetra.com

P.O. Box 34690 SC-11 425-256-8000 [Phone]
Seattle, WA 98124-1690 425-256-5466 [FAX]

Filing Company Information

Symetra Life Insurance Company CoCode: 68608 State of Domicile: Washington
P.O. Box 34690 Group Code: 1129 Company Type:
Seattle, WA 98124-1690 Group Name: State ID Number: 667
(425) 256-8000 ext. [Phone] FEIN Number: 91-0742147

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$0.00	08/26/2009	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/16/2009	09/16/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/27/2009	08/27/2009	Symetra Life	08/31/2009	08/31/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Symetra Life	08/26/2009	08/26/2009

SERFF Tracking Number: SYMX-126282006 *State:* Arkansas
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Disposition

Disposition Date: 09/16/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Flesch Certification	No	No
Supporting Document	Certification	Yes	Yes
Form	Contract	Yes	Yes
Form	Contract Schedule Page-Main	Yes	Yes
Form	Contract Schedule Page-Alternate	Yes	Yes
Form	Certificate	Yes	Yes
Form	Certificate Schedule Page-Main	Yes	Yes
Form	Certificate Schedule Page-Alternate	Yes	Yes
Form	Master Application	Yes	Yes
Form	Enrollment Application	Yes	Yes
Form	TSA Endorsement	Yes	Yes
Form	Contract Cover Page	Yes	Yes
Form	Certificate Cover Page	Yes	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/27/2009
Submitted Date 08/27/2009
Respond By Date 09/28/2009

Dear Jennifer Bowles,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: The filing was directed to the Washington Insurance Department under the State Filing Description.

The filing fee was not included under the EFT on this submission. Please advise if a check for the filing fee will follow by regular mail on this filing?

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

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.

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 08/31/2009
Submitted Date 08/31/2009

Dear Linda Bird,

Comments:

Our responses to your objections are as follows:

Response 1

Comments: The filing description has been changed and addressed to the Arkansas Department of Insurance.

We neglected to attach the filing fee as an EFT. Since this procedure cannot be completed in SERFF after the filing has been submitted, a check has been ordered and will be mailed to the department as soon as possible.

A certification has been attached to the filing indicating our compliance with the required regulations and bulletins.

Related Objection 1

Comment:

The filing was directed to the Washington Insurance Department under the State Filing Description.

The filing fee was not included under the EFT on this submission. Please advise if a check for the filing fee will follow by regular mail on this filing?

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

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:

SERFF Tracking Number: SYMX-126282006 *State:* Arkansas
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Project Name/Number: RS- Retirement Services/AV AR0012110F01

Supporting Document Schedule Item Changes

Satisfied -Name: Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Linda Porter, Symetra Life Insurance Co.
800/796-3872, ext. 65495

Sincerely,
Symetra Life

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Project Name/Number: RS- Retirement Services/AV AR0012110F01

Note To Reviewer

Created By:

Symetra Life on 08/26/2009 11:58 AM

Last Edited By:

Linda Bird

Submitted On:

08/27/2009 09:41 AM

Subject:

Filing Fee

Comments:

I forgot to send the filing fee via EFT, and cannot do it after the filing has been submitted. I will be mailing a check with the filing fee. Thank you.

SERFF Tracking Number: SYMX-126282006 State: Arkansas
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Form Schedule

Lead Form Number: RSC-0089 7/09

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSC-0089 7/09	Policy/Cont ract/Fraternal Certificate	Contract	Initial		0.000	RSC-0089 7_09.PDF
	RSC-0091D 7/09	Schedule Pages	Contract Schedule Page-Main	Initial		0.000	RSC-0091D 7_09.PDF
	RSC-0092D 7/09	Schedule Pages	Contract Schedule Page-Alternate	Initial		0.000	RSC-0092D 7_09.PDF
	RSC-0094 7/09	Certificate	Certificate	Initial		0.000	RSC-0094 7_09.PDF
	RSC-0096D 7/09	Schedule Pages	Certificate Schedule Page-Main	Initial		0.000	RSC-0096D 7_09.PDF
	RSC-0097D 7/09	Schedule Pages	Certificate Schedule Page-Alternate	Initial		0.000	RSC-0097D 7_09.PDF
	RSA-0014 7/09	Application/ Enrollment Form	Master Application	Initial		0.000	RSA-0014 7_09.PDF
	RSA-0015 7/09	Application/ Enrollment Form	Enrollment Application	Initial		0.000	RSA-0015 7_09.PDF
	RSE-0049 7/09	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	TSA Endorsement	Initial		0.000	RSE-0049 7_09.PDF
	RSC-0089 F1 7/09	Policy Jacket	Contract Cover Page	Initial		0.000	RSC-0089 F1 7_09.PDF
	RSC-0094 F1 7/09	Policy Jacket	Certificate Cover Page	Initial		0.000	RSC-0094 F1 7_09.PDF

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DEFINITIONS

Accumulation Phase	The period between the date we allocate a Participant's first Purchase Payment and the Annuity Date.
Accumulation Unit	A unit of measure used to calculate the value in a Sub-Account prior to the Annuity Date.
Annuity Date	The date on which annuity payments start under an annuity option for the benefit of a Participant or the Participant's Beneficiary. This date must be before the Participant is age [96].
Beneficiary	The person(s) or entity(ies) entitled to receive any Certificate benefits under this Contract upon the Participant's death.
Business Day	Any day the New York Stock Exchange is open for regular trading.
Certificate	The document evidencing a Participant's interest in the Contract and describing the benefits available to the Participant.
Certificate Anniversary	The anniversary of the Certificate Date.
Certificate Date	The date the initial Purchase Payment is allocated to the Participant Account.
Certificate Schedule	The Schedule page that is attached to each Certificate.
Certificate Year	The twelve-month period starting on the Certificate Date and each anniversary of that date.
Contract	This group variable annuity contract by and between Symetra and the Contractholder.
Contract Value	The sum of the Variable Account and the Fixed Account under this Contract.
Contractholder	The employer or other entity identified as the Contractholder on the application, entitled to exercise all rights and privileges for this Contract and to whom this Contract is issued.
Fixed Account	The Investment Option in the Contract that provides for guaranteed interest and is part of Symetra Life's General Account.
General Account	The General Account consists of all assets of Symetra other than those allocated to a Separate Account.
Home Office	[777 108th Avenue NE, Suite 1200, Bellevue, WA 98004].

DEFINITIONS (continued)

Income Phase	The period beginning on the Annuity Date during which the annuitant receives annuity payments.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended or revised.
Investment Options	Those investments available under this Contract, as shown on the Schedule.
NYSE	The New York Stock Exchange.
Participant	A person for whom an account is established under the Plan as directed by the Contractholder.
Participant Account	The individual account established for a Participant to record the Participant Account Value.
Participant Account Value	The sum of the values of the Sub-Accounts and the Fixed Account allocated to the Participant that have not been applied to provide annuity payments.
Plan	The retirement plan established by the employer and qualified under IRC Section 403(b) or 457 of the IRC for which this Contract is used as a funding vehicle.
Portfolio	The fund in which the corresponding Sub-Account invests.
Purchase Payments	The amounts paid to Symetra for allocation under this Contract, less any premium tax due at the time the payment is made.
Schedule	The Schedule page that forms a part of this Contract.
Separate Account	Symetra Separate Account C, a segregated asset account established under Washington law.
Sub-Account	A division of the Separate Account for which Accumulation Units are separately maintained. Each Sub-Account invests exclusively in a particular Portfolio.
Surrender Value	The Participant Account Value minus any applicable surrender charge, withdrawal charge, and annual administration maintenance charge.
Symetra	Symetra Life Insurance Company.
Variable Account	The account that reflects the Participants' interest in the Sub-Accounts.

THE ANNUITY CONTRACT

ABOUT THE CONTRACT

This Contract and the Certificates issued under it are issued pursuant to the Plan that qualifies for tax-favored treatment under Section 403(b) or Section 457 of the Code. The Contract is an agreement between Symetra and the Contractholder, where we promise to pay Participants an income in the form of annuity payments, pay cash in the form of withdrawals, or pay a death benefit to Beneficiaries in accordance with the terms of this Contract and subject to the terms of the Plan. When money is invested by a Participant in the Variable Account and/or the Fixed Account, the Certificate is in the Accumulation Phase. When a Participant begins receiving annuity payments, the Certificate is in the Income Phase.

The Contract was purchased with the initial Purchase Payment, and the Contract became effective on the date shown on the Schedule.

The Contractholder is shown on the contract application and cannot be changed unless the Plan under which this Contract is issued is acquired, merged into, or otherwise made a part of another plan, and we agree to such ownership change. To request a change of ownership, the Contractholder shall send us a signed and dated request. Unless otherwise specified, the change in ownership shall take effect on the date the notice of change is signed by the Contractholder, subject to any payments made or actions taken by the insurer prior to receipt of the notice.

The Contract is held pursuant to the Plan, and we establish Participant Accounts at the direction of the Contractholder. A Participant will be required to complete an application with all the information we require to administer the Participant's interest in the Contract. The Participant cannot be older than the maximum Participant issue age shown on the Schedule. Upon our acceptance of the Participant's application, we will issue a Certificate and Certificate Schedule reflecting the Participant's interest in the Contract. The Certificates and Certificate Schedules are not a part of this Contract.

Symetra will issue an annuity or make a cash distribution to a Participant or to any other person who is entitled to such benefits under the Plan subject to all of the following:

- the provisions of this Contract;
- the provisions of the Plan; and
- the written direction of the Contractholder or authorized Plan representative.

THE ANNUITY CONTRACT (continued)

Symetra is not obligated to issue an annuity or cash distribution until it receives the Contractholder's or authorized Plan representative's written direction containing all of the following:

- terms and conditions;
- manner and amount; and
- the written certification that such annuity or cash distribution is in accordance with the provisions of the Plan.

Symetra may rely on the written direction of the Contractholder or authorized Plan representative and will not be liable for any failure to question or challenge such direction and certification regarding the issuance of an annuity or payment of a cash distribution. To the extent provided by the Plan, any rights that may be exercised by a Participant under this Contract may instead be exercised by the Contractholder or a Plan representative. The Plan, including certain Plan provisions required by the Employee Retirement Income Security Act of 1974 (ERISA) or other applicable law, may limit the Participant's rights under this Contract.

BENEFICIARY

The Beneficiary receives any death benefit payable in accordance with the provisions of this Contract. The Participant, if allowed under the Plan, names the Beneficiaries on the Participant application. If no Beneficiary is named, we will pay the Participant's estate. Changes in Beneficiary designation take effect on the date the designation is signed by the Contractholder, subject to any payments made or actions taken by us prior to receipt of the notice.

The Participant may designate two or more Beneficiaries to receive separate percentage interests in death benefits payable under this Contract. Each such Beneficiary must separately exercise the right that a Beneficiary has under the Contract.

The Plan may require that the Participant's spouse be designated as Beneficiary.

PURCHASE PAYMENTS

MINIMUM PURCHASE PAYMENT

The minimum Purchase Payment per Participant is as shown on the Schedule and is subject to the Plan's requirements.

CONTRACTHOLDER'S PAYMENTS

During the Accumulation Phase, the Contractholder may make periodic payments to this Contract on behalf of each Participant. The Contractholder or authorized Plan representative will specify for such payments the amount to be allocated to each Participant.

The amount allocated to each Participant will be considered to be a payment made on the Participant's behalf. The Contractholder or Participant may change the amount and frequency of Purchase Payments. If Purchase Payments stop, all benefits under the Contract continue until the entire Contract Value is completely withdrawn. We will not accept any Purchase Payments on behalf of a deceased Participant. The Plan may limit the Participant's rights to make Purchase Payments and limit the maximum allowable for any calendar year.

Purchase Payments must be in lawful currency of the United States and submitted to [our Home Office at 777 108th Avenue NE Suite 1200, Bellevue, WA 98004-5135 or PO Box 3882, Seattle, WA 98124-3882], or in a manner agreed to by Symetra.

If the amount to be allocated to each Participant cannot currently be determined, we will return the payments to the Contractholder or authorized representative.

We reserve the right to reject any application by a Contractholder or Participant who is ineligible for this Contract, any incomplete application, or any Purchase Payment that

- does not meet the minimum payment amount shown on the Schedule; or
- is allocable to the Fixed Account and that we are not able to invest such that we can credit at least the minimum guaranteed interest rate; or
- exceeds \$1 million; or
- is received without the necessary information to process the payment; or
- is made for market timing purposes; or
- is otherwise contrary to law for Symetra to accept.

All Purchase Payments are subject to acceptance and approval by Symetra. If we do not accept a Purchase Payment, we will return it within five business days. If we change the availability of allocations to the Fixed Account, we will provide the Contractholder with notice at least 31 days prior to the date regarding the change in the availability.

PURCHASE PAYMENTS (continued)

ALLOCATION OF PURCHASE PAYMENTS

The initial Purchase Payment for each Participant will be allocated according to the instructions on the Participant's application under this Contract. Unless we are told otherwise, subsequent Purchase Payments will be allocated in the same proportion as the most recent Purchase Payments (unless it is a Purchase Payment the Participant directs us to allocate on a one-time-only basis).

Once we receive the Purchase Payment, the allocation to the Sub-Accounts is effective and valued as of the next close of the NYSE and the allocation to the Fixed Account is valued as of the day we receive the Purchase Payment on a day we are open for business. All subsequent Purchase Payments and transfers are valued in the same manner.

The Contractholder has the right to examine and cancel the Contract by the law of the state where the Contract is delivered. If the Contractholder cancels the Contract by sending us a written request during this period, the Contract will become void and Participant Accounts established during this period will be void.

When we are required to guarantee a return of Purchase Payments during the "Right to Examine" period by the law of the state where the Contract is delivered, we reserve the right to initially apply amounts to the [Money Market] Sub-Account as shown on the cover page of this Contract. These amounts will then be allocated in the manner selected by the Participant, unless the Contract or Certificate is canceled.

INVESTMENT OPTIONS

THE FIXED ACCOUNT

All Purchase Payments and transfers to the Fixed Account will become part of the General Account to be so used and invested and will not be segregated from Symetra's other assets.

Interest Crediting

Symetra establishes the annual effective interest rates that apply to Purchase Payments and transfers. In no event will the annual effective interest rate credited to monies deposited in the Fixed Account be less than the minimum guaranteed interest rate as shown on the Schedule.

Each Purchase Payment and transfer will be credited with the annual effective interest rate established for the date that Symetra receives the Purchase Payment or transfer. The rate is guaranteed for at least 12 months from the date we receive the Purchase Payment or transfer.

We can adjust the annual effective interest rate after the completion of that initial period. The adjusted rate will apply to that Purchase Payment or transfer and its credited interest for at least 12 months, when the rate can again be adjusted. From then on, we cannot adjust the annual effective interest rate more often than every 12 months.

Different annual effective interest rates may apply to each of the Purchase Payments or transfers depending on the annual effective interest rate established for the date Symetra received the Purchase Payment or transfer and any subsequent rate adjustments.

For the purpose of crediting interest, when a withdrawal is made from the Fixed Account, the Purchase Payment or transfer last made, and the interest credited to it, are withdrawn first.

If Purchase Payments cease being allocated to the Fixed Account, Symetra will continue to credit the balance of the Fixed Account with the applicable annual interest rate(s).

Interest Compounding

Symetra credits interest daily on each Purchase Payment and transfer allocated to the Fixed Account from the date we receive funds up to, but not including, the date funds are withdrawn from the Fixed Account. Annual effective interest rates show the effect of daily compounding of interest over a 12-month period.

INVESTMENT OPTIONS (continued)

**Guaranteed
Minimum Value**

Upon total annuitization, total withdrawal from the Fixed Account, or Participant death, the minimum value that will be applied towards regular payments or paid to the Participant or Beneficiary will not be less than 90% of the Purchase Payments and transfers allocated to the Fixed Account accumulated at an annual effective interest rate of 3% each year, less prior withdrawals and transfers from the Fixed Account accumulated at an annual effective interest rate of 3% each year. If necessary to meet this minimum, charges will be waived.

**THE VARIABLE
ACCOUNT**

Purchase Payments and transfers may be allocated to the Sub-Accounts shown on the Schedule. We reserve the right to add, combine, restrict, or remove any Sub-Account as an Investment Option of this Contract. The investment performance of a Sub-Account may be positive or negative.

**Substitution of
Shares**

If any shares of the Sub-Accounts are no longer available, or if in our view no longer meet the purpose of the Contract, it may be necessary to substitute shares of another Sub-Account. We will seek prior approval of the Securities and Exchange Commission (SEC) to the extent required by law and give notice before doing this.

Accumulation Units

When Purchase Payments or transfers are made into a Sub-Account, we credit the Contract with Accumulation Units. Similarly, when a withdrawal or transfer of money from a Sub-Account is made, Accumulation Units are liquidated. In either case, the increase or decrease in the number of Accumulation Units is determined by taking the dollar amount of the Purchase Payment, transfer, or withdrawal and dividing it by the value of an Accumulation Unit.

We calculate the value of an Accumulation Unit for each Sub-Account after the NYSE closes each day. To determine the current Accumulation Unit value, we take the prior day's Accumulation Unit value and multiply it by the net investment factor for the current day.

INVESTMENT OPTIONS (continued)

Net Investment Factor

The net investment factor is used to measure the daily change in the Accumulation Unit value for each Sub-Account. The net investment factor equals:

- The net asset value per share of a Portfolio at the end of the current day plus the per share amount of any dividend or income distributions made by the Portfolio that day; divided by
- The net asset value per share of a Portfolio at the end of the prior day plus the per share amount of any dividend or income distributions made by the Sub-Account that day; minus
- The daily charges, expressed as a percentage of the total net assets of the Sub-Account.

The Accumulation Unit value will usually go up or down from Business Day to Business Day.

PARTICIPANT ACCOUNT VALUE

The Participant Account Value is the sum of the Variable Account and the Fixed Account attributable to the Participant. We calculate this by:

- Adding all Purchase Payments invested on the Participant's behalf;
- Subtracting charges;
- Subtracting the withdrawals that have been made;
- Adjusting for each Sub-Account's gain or loss;
- Adding the interest we credit while any of the Participant Account Value is in the Fixed Account;
- Subtracting the amounts withdrawn for an annuity option; and
- Subtracting the amounts withdrawn to pay death benefits.

CONTRACT VALUE

The Contract Value is the sum of the Variable Account and the Fixed Account attributable to the Contract. We calculate this by:

- Adding all Purchase Payments invested under the Contract;
- Subtracting charges;
- Subtracting the withdrawals that have been made;
- Adjusting for each Sub-Account's gain or loss;
- Adding the interest we credit while any of the Contract Value is in the Fixed Account;
- Subtracting the amounts withdrawn for an annuity option;
- And subtracting the amounts withdrawn to pay death benefits.

WITHDRAWALS AND TRANSFERS

WITHDRAWALS

Subject to the provisions of the Plan which may restrict the time when a Participant may elect to receive payments under the Contract, a Participant may withdraw part or all of the Participant Account Value. The minimum amount that can be withdrawn for a Participant is shown on the Schedule. If the Participant Account Value would fall below the amount shown on the Schedule after the requested withdrawal amount is taken, then the Participant must withdraw the entire Participant Account Value unless we have received a Purchase Payment, for that Participant, within the last twelve (12) months.

To take withdrawals we must be sent a written request to our Home Office. Unless we are told otherwise, partial withdrawals will be made pro rata from each Investment Option. Once we receive the request, withdrawals from the Sub-Accounts will be effective as of the next close of the NYSE. A withdrawal may have a surrender charge, a withdrawal charge, and, if the entire Participant Account Value is being withdrawn, an annual administration maintenance charge. The Plan may require the consent of the Participant's spouse before the Participant may withdraw money under this Contract.

The Participant may request repetitive withdrawals of a predetermined amount on a monthly, quarterly, or annual basis by completing the appropriate form.

TRANSFERS

During the Accumulation Phase, transfers among the Sub-Accounts and the Fixed Account may be made by Participants. The minimum amounts that can be transferred are shown on the Schedule. In each Certificate Year, a specified number of transfers is free of charge. Each additional transfer in a Certificate Year may have a transfer charge. The number of free transfers and the transfer charge are shown on the Schedule. If any transfer reduces the remaining balance in a Participant's Sub-Account or Fixed Account to less than the amount shown on the Schedule, the entire balance of that Sub-Account or Fixed Account will be transferred.

As shown on the Schedule page, only a portion of the Fixed Account may be transferred to the Sub-Accounts in any Certificate Year. After a transfer from the Fixed Account, the Participant may not make a transfer back to the Fixed Account for the time period shown on the Schedule unless such transfer is part of a Symetra-approved Investment Option rebalancing program.

WITHDRAWALS AND TRANSFERS (continued)

Also, we reserve the right to modify, suspend, or terminate transfer privileges at any time. In addition, if we receive a transfer request that is to be allocated to the Fixed Account and we are not able to invest the money such that we can credit at least the minimum guaranteed interest rate, we reserve the right to reject the portion of the transfer request that was to be allocated to the Fixed Account. We will provide the Contractholder with notice at least 31 days prior to the date regarding changes in the availability of the Fixed Account.

TRANSFER REQUESTS

Symetra will accept transfer requests by signed written request or at our discretion, by telephone, or if available, electronically by the Internet. Each transfer must identify:

- the Certificate;
- the amount of the transfer; and
- which Investment Options are affected.

Symetra will not be liable for any failure to question or challenge such request for transfer as long as there is a valid signed authorization on record at Symetra.

LIMITS ON EXCESSIVE TRANSFERS

We may restrict or eliminate the right to make transfers to Sub-Accounts if such rights are executed by the Contractholder or a Participant, a market timing firm, or other third party authorized to initiate transfers. For example, we reserve the right to reject any transfer request if, in our judgment, the transfer is part of a pattern of transfers that may disadvantage other contract owners or would cause a Portfolio to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. In addition, if we or any affected Portfolio believes any Participant is engaging in activity as described above or similar market timing activity that may hurt the rights or interests of other contract owners or Participants, we have the right to restrict the number of transfers the Participant makes or the manner in which the Participant requests transfers.

We will monitor transfer activity occurring among the Sub-Accounts and may modify these transfer restrictions at any time if we deem it necessary to protect the interest of all contract owners. These modifications may include curtailing or eliminating, without notice, certain methods of requesting transfers, such as the use of the telephone or the Internet. Portfolios offered in this Contract may have their own market timing policies and procedures and impose redemption fees for short-term investments in the Portfolios. We have the right to deduct those redemption fees from the Participant Account Value.

ANNUITY PAYMENT PROVISIONS

ANNUITY OPTIONS

The Income Phase will start no later than the maximum annuitization age shown on the Schedule, or an earlier date if required by law. During the Income Phase, the Participant receives monthly, quarterly, semi-annual or annual annuity payments beginning on the Annuity Date. All annuity options require the naming of an annuitant. The annuitant is the natural person(s) on whose life/lives annuity payments are based. The Participant is the annuitant unless a Beneficiary is able to choose an annuity option under the terms of the Plan and applicable law. Subject to the terms of the Plan, the Participant may also name a joint annuitant upon whose life annuity payments will be based. The Plan may require the consent of the Participant's spouse before the Participant elects annuity payments and may require that any distribution be in the form of a joint and survivor annuity for the Participant and the Participant's spouse.

To start the Income Phase, we must be notified in writing at least 30 days prior to the date that annuity payments are to begin. Annuity payments will be made under an annuity option described in this Contract or another annuity option that the Participant wants, the Contractholder authorizes, and that we agree to provide. If the amount applied to an annuity option is less than \$2,000, we may make payment in a lump sum where permitted by state law. We reserve the right to change the payment frequency if payment amounts would be less than \$250. Switching to the Income Phase is irrevocable. Once annuity payments begin, the Participant cannot switch back to the Accumulation Phase. The Participant cannot add Purchase Payments, change or add an annuitant, or change the annuity option. When the Participant starts the Income Phase, the guaranteed minimum death benefit and the guaranteed minimum value will no longer be applicable.

Participants may choose to annuitize a portion of their Participant Account Value. In this situation, the Participant Account Value will be divided into two parts. The non-annuitized portion would remain in the Accumulation Phase, while the annuitized portion would be moved to the Income Phase. At this point, the guaranteed minimum death benefit would be proportionately reduced by the amount of the Participant Account Value withdrawn and applied to purchase the annuity payments.

This Contract offers only fixed annuity options. Annuity payments will be determined by applying the portion of the Participant Account Value to be annuitized to the Fixed Annuity Purchase Rate Table of this Contract, or the current rates at that time if more favorable to the Participant. If premium taxes are required by state law, these taxes will be deducted before the annuity payments are calculated.

ANNUITY PAYMENT PROVISIONS (continued)

Life Annuity	The annuitant receives annuity payments as long as the annuitant is living. Annuity payments stop when the annuitant dies.
Life Annuity with Guaranteed Period	The annuitant receives annuity payments as long as the annuitant is living. If the annuitant dies before all guaranteed payments have been made, we will continue payments for the remainder of the guaranteed period. Annuity payments stop the later of the date the annuitant dies or the date the last guaranteed payment is made. The guaranteed period must be for a period of five or more years as selected by the annuitant and agreed to by us.
Joint and Survivor Life Annuity	The annuitant receives annuity payments as long as the annuitant is living. After the annuitant dies, we will continue to pay a specified percentage of each annuity payment to the joint annuitant as long as the joint annuitant is living. The joint annuitant and payment percentage must be specified at the time this option is elected. Annuity payments stop the later of the date the annuitant dies or the date the joint annuitant dies.
Joint and Survivor Life Annuity with Guaranteed Period	The annuitant receives annuity payments as long as the annuitant is living. The full annuity payment will be paid until the end of the guarantee period. If the annuitant is alive when the guaranteed period ends, the full annuity payment will continue to be paid. If the annuitant dies, the joint annuitant is alive, and the guaranteed period has ended, a percentage of the annuity payment amount will continue to be paid as long as the joint annuitant is alive. If the annuitant dies and the joint annuitant is living, payments will be made to the joint annuitant. The joint annuitant and payment percentage must be specified at the time this option is elected and cannot be changed once the Income Phase begins. The guaranteed period must be for a period of five or more years as selected by the annuitant and agreed to by us.
Automatic Option	If the Participant does not choose an annuity option at least 30 days before the latest Annuity Date allowed under this Contract, we will make fixed annuity payments under the Life Annuity with Guaranteed Period annuity option. The guaranteed period will be equal to 10 years.

DEATH BENEFIT PROVISIONS

DEATH OF PARTICIPANT Prior to the Annuity Date

If the Participant dies prior to the Annuity Date, we will pay a death benefit to the:

- surviving primary Beneficiary(ies); or if none, then
- surviving contingent Beneficiary(ies); or if none, then
- the estate of the Participant.

Guaranteed Minimum Death Benefit

For each Participant, the guaranteed minimum death benefit is initially equal to the first Purchase Payment received for a Participant. It is increased by additional Purchase Payments and proportionately reduced for withdrawals and applicable charges. After each withdrawal or applicable charge, the guaranteed minimum death benefit will be recalculated by multiplying the prior guaranteed minimum death benefit by the ratio of the Participant Account Value after the withdrawal or applicable charge to the Participant Account Value before the withdrawal or applicable charge.

Calculation of Death Benefit

If the Participant is under age 75 at the time of death, the death benefit on the calculation date is the sum of: (1) the Participant Account Value; plus (2) any excess of the guaranteed minimum death benefit over the Participant Account Value. If the Participant is age 75 or older at the time of death, the death benefit is the Participant Account Value.

When determining (1) and (2) above, the calculations are based on the earlier of:

- the date we receive proof of death and the first election of how to take the death benefit payment; or
- six months from the date of death.

If we receive due proof of death and the first death benefit payment election within 6 months of the date of death: If the guaranteed minimum death benefit exceeds the Participant Account Value, we will add the difference to the Participant Account Value on the date we receive the required information so that the Participant Account Value will equal the guaranteed minimum death benefit. This additional amount will be allocated to the Investment Options in the same proportion that Purchase Payments were last allocated. Thereafter, the Participant Account Value will be subject to investment performance and applicable charges until the date the death benefit is paid.

DEATH BENEFIT PROVISIONS (continued)

If we receive due proof of death and the first death benefit payment election more than 6 months after the date of death: If the guaranteed minimum death benefit exceeds the Participant Account Value on the 6-month anniversary of the date of death, we will add the required amount and credit the addition with interest at the currently offered [money market] Sub-Account rate from the 6-month anniversary until the date we receive the required information. At that time we will allocate this additional amount, with the credited interest, to the Investment Options in the same proportion that Purchase Payments were last allocated. Thereafter, the Participant Account Value will be subject to investment performance and applicable Contract charges until the date the death benefit is paid.

Limitation on Death Benefit

At most, one guaranteed minimum death benefit will be paid for any Participant eligible for benefits under the Contract. In addition, the maximum amount that we will add to a Participant Account Value is limited to \$1 million. This limitation applies to any amount added to the Participant Account Value so that the Participant Account Value equals the guaranteed minimum death benefit. All annuity contracts and certificates subsequently purchased by a Participant from Symetra will be aggregated for this \$1 million limit if the Participant's death triggers a payment.

Payment of Death Benefit

To pay the death benefit, we need proof of death acceptable to us, such as a certified copy of a death certificate, plus written direction regarding how to pay the death benefit payment.

Upon receiving due proof of death we will credit interest at the rate required by law.

Unless the terms of the Plan or other requirements apply, the death benefit will be paid as:

- a lump sum payment or series of withdrawals that are completed within five years from the date of death; or
- annuity payments made over the Beneficiary's life or life expectancy. To receive annuity payments, the Beneficiary must make this election within 60 days from our receipt of proof of death. Annuity payments must begin within one year from the date of death. Once annuity payments begin, they cannot be changed.

If a person entitled to receive a death benefit dies before the death benefit is distributed but after the Participant's death, we will pay the death benefit to that person's named beneficiary or, if none, to that person's estate.

DEATH BENEFIT PROVISIONS (continued)

Until the death benefits have been fully paid, the Participant's Beneficiary will be entitled to exercise all the Investment Options and other rights the Participant can exercise under this Contract.

**DEATH OF
PARTICIPANT On or
After the Annuity Date**

If the Participant dies after the Annuity Date, any amounts paid will depend on the annuity option then in effect. We will continue to make annuity payments, if any, in accordance with the annuity option chosen.

When the last annuitant dies, we will pay any remaining guaranteed payments as follows:

- to the primary Beneficiary, if living, otherwise to;
- the contingent Beneficiary, if living, otherwise to;
- the annuitant's estate.

CHARGES

Symetra deducts the following charges and fees:

**ANNUAL
ADMINISTRATION
MAINTENANCE
CHARGE**

The annual administration maintenance charge, shown on the Schedule, will be deducted on the last day of each Certificate Year and in the event of a full withdrawal of the Participant's Account. The annual administration maintenance charge is deducted per Participant per Certificate Year, or any portion thereof.

The charge is deducted from the Sub-Account with the highest balance. If there is not enough money in the Sub-Accounts to cover the charge, we will deduct the full or remaining charge from the portion of the Participant Account Value allocated to the Fixed Account.

We will not deduct this charge if the Participant Account Value is at least equal to the amount shown on the Schedule when the deduction is to be made. We do not deduct this charge for amounts applied to purchase an annuity option or to pay death benefits.

WITHDRAWAL CHARGE

The withdrawal charge, as shown on the Schedule, is deducted for each withdrawal after the first withdrawal in a Certificate Year. This charge will be deducted from the remaining Participant Account Value, unless the Participant tells us otherwise.

We will not deduct this charge for:

- annuity payments;
- repetitive withdrawals;
- withdrawals using electronic funds transfer; or
- withdrawals of the entire Participant Account Value.

TRANSFER CHARGE

The transfer charge is deducted from the Investment Option for each transfer in excess of the number of free transfers allowed in a Certificate Year. The transfer charge and the number of free transfers are shown on the Schedule. The charge will be deducted from the amount being transferred.

Scheduled transfers authorized by us as part of an investment strategy, such as dollar cost averaging, appreciation sweep, Investment Option rebalancing, or Symetra-approved asset allocation programs do not count against a Participant's allowed number of free transfers.

CHARGES (continued)

SURRENDER CHARGE The surrender charge, as shown on the Schedule, will be deducted for any withdrawal made from the Participant Account Value. This charge is a percentage of the amount withdrawn. When the withdrawal is for only part of the Participant Account Value, the charge will be deducted from the remaining Participant Account Value, unless the Participant tells us otherwise.

A Participant may withdraw 10% of the Participant Account Value each Certificate Year without a surrender charge. The determination of whether more than 10% of the Participant Account Value has been withdrawn is made at the time of withdrawal. If the Participant takes more than one withdrawal in a Certificate Year, the previous withdrawals in the Certificate Year are added to the current Participant Account Value to determine whether more than 10% of the Participant Account Value has been withdrawn in that Certificate Year.

DAILY CHARGES Each day we make deductions for our charges. We do this as part of our calculation of the value of the Accumulation Units. The daily charges are as follows:

Mortality and Expense Risk Charge The mortality and expense risk charge is equal, on an annual basis, to a percentage of the average daily net daily net assets of each Sub-Account. The percentage is shown on the Schedule.

[Sub-Account Fund Facilitation Fee] The Sub-Account fund facilitation fee is equal, on an annual basis, to a percentage of the average daily net assets invested in the [Vanguard] or [Calvert] Sub-Account(s). The percentage is shown on the Schedule.]

PREMIUM TAXES In states where they are applicable, we reserve the right to make a deduction from the Participant Account Value for the payment of premium taxes assessed in connection with each Participant Account Value as shown on the Schedule.

INCOME OR OTHER TAXES Currently we do not pay income or other taxes on earnings attributable to the Contract. However, if we ever incur such taxes, we reserve the right to deduct them from the Participant Account Values.

CODE REQUIREMENTS AND RETIREMENT PLAN PROVISIONS

This Contract may be subject to further restrictions as provided below or as provided in any Endorsement attached hereto and made a part of this Contract depending on the type of retirement plan for which this Contract is used for a funding vehicle.

REQUIRED MINIMUM DISTRIBUTIONS

The Participant's benefits under the Contract must satisfy minimum distribution rules of the applicable section of the IRC and regulations thereunder. The Code sections which apply are: (i) Section 403(b)(10) for Section 403(b) contracts, and (ii) Section 457(d) for deferred compensation plans under Section 457. These minimum distribution rules generally require that benefits begin after the Participant is 70½ years old and that the minimum amount is paid each year. Payments may be made in the form of annual withdrawals or under an annuity option. Minimum withdrawals are set each year based on the Participant Account Value and the life expectancy of the Participant and the Participant's Beneficiary. If the Participant's Beneficiary is not the Participant's spouse, the annual withdrawal must meet the minimum incidental benefit requirements. If the Participant elects payments under any annuity option, the guaranteed or expected period of the annuity payments may not exceed the Participant's life expectancy and that of the Participant's Beneficiary at the Annuity Date, or a shorter period if the Participant's Beneficiary is not the Participant's spouse.

MINIMUM DEATH BENEFIT DISTRIBUTIONS

The death benefit, if any, payable to the Participant's Beneficiary must also satisfy the rules of Section 403(b)(10) or Section 457(d), whichever may be applicable, and the regulations thereunder. The Beneficiary may satisfy these rules by receiving a lump sum, annual withdrawals, or payments under an annuity option in accordance with these rules. If the Participant dies before withdrawals have started, the Participant Account Value must be distributed (1) by the December 31st of the year which contains the fifth anniversary of the Participant's death, or over a designated Beneficiary's life expectancy. A surviving spouse may wait to begin payments until the year the Participant would have reach age 70½. If the Participant dies after payments under an annuity option have begun, the death benefit will be paid at least as rapidly as under the annuity option the Participant selected.

DIRECT ROLLOVERS

A Participant may be able to receive a benefit under this Contract as an "eligible rollover distribution" as defined in the IRC, the Participant has the right to elect to have the eligible rollover distribution paid directly to an eligible retirement plan. Except for eligible rollover distributions, we reserve the right to make payments only to the Participant or the Participant's Beneficiary.

CODE REQUIREMENTS AND RETIREMENT PLAN PROVISIONS

(continued)

**NONQUALIFIED
DEFERRED
COMPENSATION PLAN**

If the Contract is issued for a nonqualified deferred compensation plan, the Contractholder possesses all rights under the Contract. The Contractholder may direct that all payments from the Contract be made to the Contractholder, or the Contractholder may direct that payments be made directly to Participants and Beneficiaries. Participants and Beneficiaries have no rights under this Contract. The Contractholder may authorize Participants and Beneficiaries to make certain elections under this Contract or may revoke that authorization at any time.

**GOVERNMENTAL
457(b) PLAN**

Notwithstanding the foregoing, if this Contract is issued for an employer that is a governmental entity and the Plan is an eligible Plan under IRC section 457(b), the Contract's assets and income shall be held for the exclusive benefit of the Participant and the Participant's Beneficiaries.

GENERAL PROVISIONS

ACCOUNT STATEMENTS

At least once each calendar year we will furnish the Participant with a statement showing the Participant Account Value and we will furnish the Contractholder a statement showing the Contract Value.

ASSIGNMENT OF BENEFITS

This Contract and the Certificates issued thereunder may not be sold, transferred, assigned, discounted, or pledged as collateral for a loan (other than a loan taken against Participant Account Value which is authorized by the Plan and subject to IRC requirements) or as security for the performance of an obligation or for any other purpose. The benefits, values, and rights under this Contract and the Certificates thereunder are not transferable or subject to any creditor claims to the fullest extent permitted by law except under a domestic relations order properly issued by a court of competent jurisdiction and that complies with ERISA, if applicable.

CERTIFICATES

Symetra will issue Certificates for each Participant for whom an account is established under this Contract.

Each Certificate will include the relevant provisions of this Contract and the benefits to which the Participant is entitled. A Participant will have rights under this Contract only to the extent that Purchase Payments on the Participant's behalf are received by Symetra. The provisions of the Plan may limit the Participant's rights under this Contract.

COMMUNICATIONS

All written communications to the Contractholder or to a Participant will be addressed to the last known address of the Contractholder or the Participant, respectively, on file with Symetra.

All written communications to Symetra must be addressed to Symetra at its [Home Office at 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004-5135; PO Box 3882, Seattle, WA 98124-3882].

Unless specifically provided otherwise, any notice of change, election, choice, option, or other exercise of right given under the Contract must be in writing on a form provided by us or in a manner acceptable to us.

CONTRACT SETTLEMENT

Unless otherwise designated in writing by Symetra, all sums payable under this Contract are payable at Symetra's Home Office.

GENERAL PROVISIONS (continued)

ENTIRE CONTRACT	The entire Contract between Symetra and the Contractholder consists of this Contract, the Schedule, all endorsements, and the Contract application, a copy of which is attached to the Contract. Only an authorized officer of Symetra may change this Contract and Certificates issued thereunder. Any change must be in writing. Symetra has the unilateral right to amend the Contract to conform to any applicable state or federal law. In addition, upon at least 30 days' written notice to the Contractholder, we may make other changes to this Contract that will apply only to individuals who become Participants after the effective date of such change. All changes we make will be subject to any applicable regulatory requirements.
ESSENTIAL DATA	The Contractholder and each person entitled to receive benefits under this Contract must provide us with any information we need to administer the Contracts, including Certificates issued thereunder. We are entitled to rely exclusively on the completeness and accuracy of data furnished to us, and we will not be liable with respect to any omission or inaccuracy.
EVIDENCE OF SURVIVAL	When benefits under this Contract depend upon any person being alive on a given date, Symetra may require satisfactory proof that the person is living prior to paying the benefits.
EXCLUSIVE BENEFIT	Except for non-qualified deferred compensation plans, the assets and income of the Contract and associated Certificates are held for the exclusive benefit of the Participant and the Participant's Beneficiaries. Except as may be provided in the Plan, the Participant's rights under this contract are fully vested and nonforfeitable.
FUTURE PURCHASE PAYMENTS AND PARTICIPANTS	We may prohibit additional Purchase Payments under this Contract for existing Participants or prohibit new Participants under this Contract upon written notice to the Contractholder.

GENERAL PROVISIONS (continued)

INCONTESTABILITY	<p>This Contract and any rider(s) or endorsement(s) presently attached to this Contract are incontestable as to the material facts of the application for the Contract and to the representations of the Contractholder after such Contract has been in force during the lifetime of the Contractholder for two years from its date of issue. If any rider or endorsement is subsequently attached to this Contract and provides supplemental benefits that the Contractholder applied for after the Contract was issued, such rider or endorsement is incontestable as to the material facts of the application for the supplemental benefit and to the representations of the Contractholder after such rider or endorsement has been in force during the lifetime of the Contractholder for two years from its date of issue.</p>
MISSTATEMENT OF AGE	<p>We may require satisfactory proof of correct age at any time. If annuity payments are based on life or life expectancy and the age of any annuitant has been misstated, annuity payments will be based on the corrected information. Underpayments will be made up in a lump sum with the next scheduled payment. Overpayments will be deducted from future payments until the total is repaid. We will not credit interest on underpayments or charge interest on overpayments.</p> <p>If the age of any annuitant or Participant has been misstated, the amount of any death benefit payable will be determined based on the correct age of the annuitant or Participant.</p>
NON-PARTICIPATION	<p>This Contract and associated Certificates are non-participating, which means they will not share in any distribution of profits, losses, or surplus of Symetra.</p>
PLAN PROVISIONS	<p>Symetra is not a party to, nor bound by, any trust or Plan. However, the terms of this Contract are subject to the provisions of any Plan under which this Contract is issued.</p>
SEPARATE ACCOUNT	<p>The Separate Account holds the assets that underlie the Contract Value invested in the Sub-Accounts, including Participant Account Values. The assets in the Separate Account are the property of Symetra. However, assets in the Separate Account that are attributable to Contracts are not chargeable with liabilities arising out of any other business we may conduct. Income, gains and losses (realized and unrealized), resulting from assets in the Separate Account are credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra.</p>

GENERAL PROVISIONS (continued)

STATE REQUIRED BENEFITS AND JURISDICTION

The benefits of this Contract will not be less than the minimum benefits required by any statute of any state in which this Contract is delivered. In the event of a dispute, the laws of the jurisdiction in which the Contract is delivered will apply.

SUSPENSION OF WITHDRAWALS OR TRANSFERS/DEFERRAL OF PAYMENT

We may be required to suspend or postpone payment of withdrawals or transfers from the Sub-Accounts for any period of time when

- the NYSE is closed (other than customary weekend holiday closings);
- trading on the NYSE is restricted;
- an SEC-declared emergency exists such that disposal of or determination of the value of the Sub-Account shares is not reasonably practicable; or
- the SEC, by order, so permits for your protection.

In addition, we retain the right to defer payment of withdrawals, surrenders, loans, or transfers from the Fixed Account for a period of 6 months after receiving the request. Prior to exercising our right to defer payment, we will seek written approval of the appropriate state regulatory authorities if required by law to do so. The interest rates credited to the Fixed Account during this period will not be less than the rate required under state law.

TERMINATION OF CONTRACT

All benefit provisions under this Contract continue in force until the Contract Value is completely withdrawn.

This Contract will terminate and cease to be of any further force or effect at the close of the first day upon which Symetra has completed all of the duties and obligations that have arisen under this Contract.

The Contractholder must provide Symetra with written notice of its intent to terminate the Contract not less than 30 days prior to the request to terminate.

VOTING RIGHTS

Symetra is the legal owner of the Portfolios' shares. However, when a Portfolio solicits proxies in connection with a shareholder vote, we are required to ask for instructions as to how to vote those shares. All shares are voted in the same proportion as the instructions we received. Should we determine that we are no longer required to comply with the above, we will vote the shares in our own right.

FIXED ANNUITY PURCHASE RATE TABLE

The rates in the Fixed Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female projected 20 years. The effective interest rate assumed in the Fixed Annuity Purchase Rate Table is 2.00%.

The annuity purchase rates set out in the following Fixed Annuity Purchase Rate Table are guaranteed by Symetra.

FIXED ANNUITY PURCHASE RATE TABLE Consideration Required to Purchase \$1 of Monthly Annuity*

Age of Annuitant	Life Annuity	100% Joint & Survivor**				
		Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	\$306.55	\$306.86	\$307.85	\$344.87	\$344.87	\$344.89
56	300.44	300.77	301.85	339.23	339.23	339.25
57	294.23	294.60	295.78	333.48	333.48	333.51
58	287.95	288.34	289.63	327.62	327.62	327.66
59	281.50	282.00	283.42	321.65	321.65	321.69
60	275.10	275.57	277.13	315.56	315.57	315.62
61	268.55	269.07	270.78	309.36	309.37	309.43
62	261.92	262.48	264.36	303.05	303.06	303.14
63	255.20	255.83	257.90	296.64	296.64	296.73
64	248.42	249.11	251.40	290.11	290.12	290.23
65	241.57	242.33	244.86	283.47	283.49	283.62
66	234.66	235.50	238.30	276.73	276.75	276.91
67	227.69	228.62	231.74	269.89	269.91	270.11
68	220.68	221.69	225.17	262.95	262.98	263.23
69	213.61	214.74	218.63	255.92	255.95	256.26
70	206.51	207.77	212.12	248.80	248.84	249.23
71	199.38	200.78	205.65	241.59	241.64	242.13
72	192.23	193.81	199.26	234.31	234.37	234.99
73	185.08	186.86	192.95	226.97	227.04	227.81
74	177.96	179.96	186.76	219.57	219.67	220.62
75	170.88	173.13	180.71	212.14	212.27	213.45
76	163.85	166.38	174.81	204.70	204.85	206.31
77	156.91	159.74	169.08	197.24	197.44	199.23
78	150.05	153.21	163.56	189.79	190.04	192.23
79	143.27	146.80	158.24	182.36	182.66	185.34
80	136.59	140.53	153.16	174.95	175.33	178.58
81	130.02	134.41	148.35	167.58	168.05	172.01
82	123.57	128.46	143.81	160.28	160.86	165.65
83	117.26	122.70	139.57	153.05	153.77	159.54
84	111.10	117.15	135.64	145.92	146.80	153.72
85	105.11	111.83	132.01	138.90	139.99	148.21
86	99.29	106.76	128.68	132.02	133.37	143.02
87	93.67	101.96	125.63	125.30	126.95	138.16
88	88.24	97.44	122.85	118.74	120.77	133.63
89	83.09	93.24	120.33	112.42	114.87	129.45
90	78.20	89.33	118.10	106.32	109.25	125.66
91	73.58	85.68	116.15	100.47	103.90	122.28
92	69.23	82.27	114.48	94.84	98.80	119.33
93	65.11	79.06	113.10	89.41	93.91	116.84
94	61.12	75.99	111.99	84.10	89.19	114.78
95	57.22	73.10	111.10	78.87	84.67	113.12

FIXED ANNUITY PURCHASE RATE TABLE (continued)

* The consideration shown refers to the net value used to purchase an annuity, after premium taxes or other applicable charges are deducted. For example, it would cost \$241,570 for a Participant age 65 to receive a Fixed Life Annuity which provides a monthly income of \$1,000.

** Participant and co-annuitant are assumed to be the same age.

Age is to be taken for the exact number of years and completed months. Values for fractional ages are obtained by simple interpolation.

Consideration for ages or combination of lives not shown will be furnished by Symetra upon request.

FIXED ACCOUNT VALUE TABLES

These tables demonstrate Fixed Account guaranteed annuitization values, guaranteed death benefits, guaranteed surrender values, and effective rates of return upon full surrender. Values are based on gross Purchase Payments allocated to the Fixed Account, minimum guaranteed interest rates, and the guaranteed minimum value taking standard non-forfeiture law into account.

Single Sum Purchase Payment

End of Year	Purchase Payment	Guaranteed Annuitization Value or Death Benefit	Guaranteed Surrender Value	Effective Rate of Return
1	\$2,000.00	\$2,000.00	\$1,854.00	-7.3000%
2	\$0.00	\$2,000.00	\$1,909.62	-2.2856%
3	\$0.00	\$2,000.00	\$1,966.91	-0.5546%
4	\$0.00	\$2,025.92	\$2,025.92	0.3224%
5	\$0.00	\$2,086.69	\$2,086.69	0.8523%
6	\$0.00	\$2,149.29	\$2,149.29	1.2071%
7	\$0.00	\$2,213.77	\$2,213.77	1.4613%
8	\$0.00	\$2,280.19	\$2,280.19	1.6524%
9	\$0.00	\$2,348.59	\$2,348.59	1.8012%
10	\$0.00	\$2,419.05	\$2,419.05	1.9205%
11	\$0.00	\$2,491.62	\$2,491.62	2.0182%
12	\$0.00	\$2,566.37	\$2,566.37	2.0996%
13	\$0.00	\$2,643.36	\$2,643.36	2.1686%
14	\$0.00	\$2,722.66	\$2,722.66	2.2278%
15	\$0.00	\$2,804.34	\$2,804.34	2.2791%
16	\$0.00	\$2,888.47	\$2,888.47	2.3240%
17	\$0.00	\$2,975.13	\$2,975.13	2.3636%
18	\$0.00	\$3,064.38	\$3,064.38	2.3989%
19	\$0.00	\$3,156.31	\$3,156.31	2.4304%
20	\$0.00	\$3,251.00	\$3,251.00	2.4588%

FIXED ACCOUNT VALUE TABLES (continued)

Annual Purchase Payments

End of Year	Purchase Payment	Guaranteed Annuitization Value or Death Benefit	Guaranteed Surrender Value	Effective Rate of Return
1	\$2,000.00	\$2,000.00	\$1,854.00	-7.3000%
2	\$1,000.00	\$3,015.00	\$2,836.62	-3.3115%
3	\$1,000.00	\$4,045.23	\$3,848.72	-1.7034%
4	\$1,000.00	\$5,090.90	\$4,891.18	-0.7843%
5	\$1,000.00	\$6,152.27	\$5,964.92	-0.1759%
6	\$1,000.00	\$7,229.55	\$7,070.86	0.2612%
7	\$1,000.00	\$8,322.99	\$8,209.99	0.5922%
8	\$1,000.00	\$9,432.84	\$9,383.29	0.8524%
9	\$1,000.00	\$10,591.79	\$10,591.79	1.0626%
10	\$1,000.00	\$11,836.54	\$11,836.54	1.2363%
11	\$1,000.00	\$13,118.64	\$13,118.64	1.3822%
12	\$1,000.00	\$14,439.20	\$14,439.20	1.5067%
13	\$1,000.00	\$15,799.37	\$15,799.37	1.6141%
14	\$1,000.00	\$17,200.35	\$17,200.35	1.7077%
15	\$1,000.00	\$18,643.36	\$18,643.36	1.7901%
16	\$1,000.00	\$20,129.66	\$20,129.66	1.8631%
17	\$1,000.00	\$21,660.55	\$21,660.55	1.9283%
18	\$1,000.00	\$23,237.37	\$23,237.37	1.9869%
19	\$1,000.00	\$24,861.49	\$24,861.49	2.0398%
20	\$1,000.00	\$26,534.34	\$26,534.34	2.0878%

CONTRACT SCHEDULE PAGE

PRODUCT NAME: Symetra [Retirement Passport] Group Variable Annuity

CONTRACTHOLDER: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

PLAN: [City Hall 403b Plan]

CONTRACT NUMBER: [000000000]

CONTRACT DATE: [03/01/2005]

DELIVERED IN THE STATE OF: [Any State] **AND GOVERNED BY ITS LAWS.**

MAXIMUM PARTICIPANT ISSUE AGE: [85] The Certificate Date must be prior to the Participant's [86th] birthday.

MAXIMUM ANNUITIZATION AGE: [95] Annuity payments must begin prior to the Participant's [96th] birthday.

MINIMUM PURCHASE PAYMENT: [\$30.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: [\$30.00]

MINIMUM GUARANTEED INTEREST RATE: 1.50% This is an annual effective interest rate.

ANNUAL ADMINISTRATION MAINTENANCE CHARGE: [\$30.00] each Certificate Year. The charge will not be deducted if the Participant Account Value is [\$50,000] or more when the charge is to be deducted.

DAILY CHARGES:

Mortality and Expense Risk Charge	Equal on an annual basis to [1.25%] of the average daily net assets of each Sub-Account.
[Sub-Account Fund Facilitation Fee]	[.25%]. This is deducted if you are invested in any of the [Vanguard Variable Insurance Fund] Portfolios. [.10%]. This is deducted if you are invested in any of the [Calvert Variable Insurance Fund] Portfolios.]

SURRENDER CHARGE SCHEDULE:

Years Elapsed Since Certificate Date	Surrender Charge As A Percentage of Amount Withdrawn
0	9% of amount withdrawn
1	8% of amount withdrawn
2	7% of amount withdrawn
3	6% of amount withdrawn
4	5% of amount withdrawn
5	4% of amount withdrawn
6	3% of amount withdrawn
7	2% of amount withdrawn
8	1% of amount withdrawn
9+	0% of amount withdrawn

[We will not deduct the surrender charge for the following:

- if the total amount withdrawn during the Certificate Year does not exceed 10% of the Participant Account Value;
- payments made under an annuity option;
- the death of a Participant;
- the disability of a Participant, as defined by the Plan;
- the retirement of a Participant in accordance with the Plan;
- a separation of service with the employer sponsoring the Plan if the separation occurs after the Participant reaches ages 55 and the Participant has been invested in the Contract for at least five years unless the separation is due to Plan termination or employer shutdown;
- payments of required minimum distributions to a Participant under Internal Revenue Code Section 401(a)(9) or other applicable section of the Internal Revenue Code requiring minimum distributions;
- withdrawals when the Participant Account has been in effect for at least 5 years and the Participant has attained age 59½;
- return of excess deferrals, excess contributions, or excess aggregate contributions as certified by the Plan;
- the annual administration maintenance charge, withdrawal charge, transfer charge or premium taxes;
- repetitive withdrawals, if the withdrawals are equal or substantially equal and are expected to deplete the Participant Account Value over the Participant's life expectancy or the joint life expectancy of the Participant and Beneficiary; or
- to make a payment pursuant to a qualified domestic relations order.]

TRANSFERS:

[\$50.00] minimum amount to transfer into any Investment Option.

[\$500.00] minimum amount to transfer out of an Investment Option at one time, or the entire amount in an Investment Option, if the remaining balance will be less than [\$500.00].

[20%] allowed to be transferred out of the Fixed Account, per Certificate Year. After a transfer from the Fixed Account, the Participant may not make a transfer back into the Fixed Account for 180 days, unless such transfer is part of a Symetra approved Investment Options rebalancing program.

TRANSFER CHARGE:

[12] transfers free of charge, each Certificate Year. Thereafter, [\$10] or [2%] of the amount transferred, whichever is less.

WITHDRAWALS:

[\$500.00] minimum amount.

Remaining Participant Account Value required after the withdrawal is [\$2,000], unless Purchase Payments for a Participant have been received within the past [12] months.

WITHDRAWAL CHARGE: [\$25.00] for each withdrawal after the first withdrawal in a Certificate Year.

PREMIUM TAXES: [0.00%]

SEPARATE ACCOUNT: SYMETRA SEPARATE ACCOUNT C

INVESTMENT OPTIONS:

[Symetra Fixed Account]

[AIM V.I. Mid Cap Core Equity Fund (Series II shares)]

[American Century VP Inflation Protection Class II Fund]

[American Century VP International Class II Fund]

[BlackRock Global Allocation V.I. Fund, Class III]

[BlackRock Global Growth V.I. Fund, Class III]

BlackRock Large Cap Value V.I. Fund, Class III]

[Calvert Social Balanced Portfolio]

[Calvert Social Equity Portfolio]

[Calvert Social Mid-Cap Growth Portfolio]

[Columbia Mid Cap Value Fund, Variable Series Class B Shares]

[Columbia Mid-Cap Growth Fund, Variable Series Class B Shares]

[Columbia Small Company Growth Fund, Variable Series Class B Shares]

[Columbia Small Cap Value Fund, Variable Series Class B Shares]

[DWS Capital Growth VIP – Class B Shares]

[Fidelity VIP Contrafund® Portfolio – Service Class 2]

[Fidelity VIP Freedom 2010 Portfolio – Service Class 2]

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[Fidelity VIP Freedom 2020 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2025 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2030 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2035 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2040 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2045 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2050 Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Money Market Portfolio – Service Class 2]

[Franklin Flex Cap Growth Securities Fund – Class 2]

[Franklin Income Securities Fund – Class 2]

[Franklin Small Cap Value Securities Fund – Class 2]

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[Franklin U.S. Government Fund – Class 2]

[Franklin Templeton VIP Founding Funds Allocation Fund – Class 2]

[Mutual Shares Securities Fund – Class 2]

[Templeton Developing Markets Securities Fund – Class 2]

[Templeton Global Bond Securities Fund – Class 2]

[Templeton Growth Securities Fund – Class 2]

[Goldman Sachs VIT Government Income Fund – Service Shares]

[Neuberger Berman AMT Guardian Portfolio – Class S]

[Neuberger Berman AMT Regency Portfolio – Class S]

[Neuberger Berman AMT Mid Cap Growth Portfolio]

[PIMCO All Asset Portfolio – Advisor Class Shares]

[PIMCO Total Return Portfolio – Advisor Class Shares]

[Vanguard VIF – Balanced Portfolio]

[Vanguard VIF – High Yield Bond Portfolio]

[Vanguard VIF – International Portfolio]

[Vanguard VIF – Mid-Cap Index Portfolio]

[Vanguard VIF – REIT Index Portfolio]

[Vanguard VIF – Total Bond Market Index Portfolio]

[Vanguard VIF – Total Stock Market Index Portfolio]

[Retail Funds available to the general public outside of variable annuity and variable life insurance contracts:]

[American Funds AMCAP Fund]

[American Funds American Balanced Fund]

[American Funds American High-Income Trust Fund]

[American Funds Capital World Bond Fund]

[American Funds EuroPacific Growth Fund]

[American Funds The Growth Fund of America]

[American Funds The Investment Company of America]

[American Funds New Perspective Fund]

[American Funds Washington Mutual Investors Fund]

[DWS Dreman Small Cap Value Fund – Class A Shares]

[Neuberger Berman Genesis Fund – Advisor Class]

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Retirement Services

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[Bellevue, Washington 98004]

Telephone: [1-800-796-3872 x22299]

Mailing Address:

Symetra Life Insurance Company

Retirement Services

[PO Box 3882

[Seattle, Washington 98124]

Fax: [1-866-532-1359]

CONTRACT SCHEDULE PAGE

PRODUCT NAME: Symetra [Retirement Passport] Group Variable Annuity

CONTRACTHOLDER: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

PLAN: [City Hall 403b Plan]

CONTRACT NUMBER: [000000000]

CONTRACT DATE: [03/01/2005]

DELIVERED IN THE STATE OF: [Any State] **AND GOVERNED BY ITS LAWS.**

MAXIMUM PARTICIPANT ISSUE AGE: [85] The Certificate Date must be prior to the Participant's [86th] birthday.

MAXIMUM ANNUITIZATION AGE: [95] Annuity payments must begin prior to the Participant's [96th] birthday.

MINIMUM PURCHASE PAYMENT: [\$30.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: [\$30.00]

MINIMUM GUARANTEED INTEREST RATE: 1.50% This is an annual effective interest rate.

ANNUAL ADMINISTRATION MAINTENANCE CHARGE: [\$30.00] each Certificate Year. The charge will not be deducted if the Participant Account Value is [\$50,000] or more when the charge is to be deducted.

DAILY CHARGES:

Mortality and Expense Risk Charge Equal on an annual basis to [1.25%] of the average daily net assets of each Sub-Account.

[Sub-Account Fund Facilitation Fee [.25%]. This is deducted if you are invested in any of the [Vanguard Variable Insurance Fund] Portfolios.
[.10%]. This is deducted if you are invested in any of the [Calvert Variable Insurance Fund] Portfolios.]

SURRENDER CHARGE SCHEDULE:

Years Elapsed Since Certificate Date	Surrender Charge As A Percentage of Amount Withdrawn
0	9% of amount withdrawn
1	8% of amount withdrawn
2	7% of amount withdrawn
3	6% of amount withdrawn
4	5% of amount withdrawn
5	4% of amount withdrawn
6	3% of amount withdrawn
7	2% of amount withdrawn
8	1% of amount withdrawn
9+	0% of amount withdrawn

[We will not deduct the surrender charge for the following:

- if the total amount withdrawn during the Certificate Year does not exceed 10% of the Participant Account Value;
- payments made under an annuity option;
- the death of a Participant;
- the disability of a Participant, as defined by the Plan;
- the retirement of a Participant in accordance with the Plan;
- a separation of service with the employer;
- payments of required minimum distributions to a Participant under Internal Revenue Code Section 401(a)(9) or other applicable section of the Internal Revenue Code requiring minimum distributions;
- withdrawals when the Participant Account has been in effect for at least 5 years and the Participant has attained age 59½;
- return of excess deferrals, excess contributions, or excess aggregate contributions as certified by the Plan;
- the annual administration maintenance charge, withdrawal charge, transfer charge or premium taxes;
- repetitive withdrawals, if the withdrawals are equal or substantially equal and are expected to deplete the Participant Account Value over the Participant's life expectancy or the joint life expectancy of the Participant and Beneficiary; or
- to make a payment pursuant to a qualified domestic relations order.]

TRANSFERS:

[\$50.00] minimum amount to transfer into any Investment Option.

[\$500.00] minimum amount to transfer out of an Investment Option at one time, or the entire amount in an Investment Option, if the remaining balance will be less than [\$500.00].

[20%] allowed to be transferred out of the Fixed Account, per Certificate Year. After a transfer from the Fixed Account, the Participant may not make a transfer back into the Fixed Account for 180 days, unless such transfer is part of a Symetra approved Investment Options rebalancing program.

TRANSFER CHARGE:

[12] transfers free of charge, each Certificate Year. Thereafter, [\$10] or [2%] of the amount transferred, whichever is less.

WITHDRAWALS:

[\$500.00] minimum amount.

Remaining Participant Account Value required after the withdrawal is [\$2,000], unless Purchase Payments for a Participant have been received within the past [12] months.

WITHDRAWAL CHARGE:

[\$25.00] for each withdrawal after the first withdrawal in a Certificate Year.

PREMIUM TAXES:

[0.00%]

SEPARATE ACCOUNT:**SYMETRA SEPARATE ACCOUNT C****INVESTMENT OPTIONS:**

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Telephone: [1-800-796-3872 x22299]**Mailing Address:**

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[PO Box 3882]

[Seattle, Washington 98124]

Fax: [1-866-532-1359]

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DEFINITIONS

Accumulation Phase	The period between the date we allocate a Participant's first Purchase Payment and the Annuity Date.
Accumulation Unit	A unit of measure used to calculate the value in a Sub-Account prior to the Annuity Date.
Annuity Date	The date on which annuity payments start under an annuity option for the benefit of a Participant or the Participant's Beneficiary. This date must be before the Participant is age [96].
Beneficiary	The person(s) or entity(ies) entitled to receive any Certificate benefits under the Contract upon the Participant's death.
Business Day	Any day the New York Stock Exchange is open for regular trading.
Certificate	This document evidencing a Participant's interest in the Contract and describing the benefits available to the Participant.
Certificate Anniversary	The anniversary of the Certificate Date.
Certificate Date	The date the initial Purchase Payment is allocated to the Participant Account.
Certificate Schedule	The schedule page that is attached to each Certificate.
Certificate Year	The twelve-month period starting on the Certificate Date and each anniversary of that date.
Contract	The group variable annuity contract by and between Symetra and the Contractholder.
Contractholder	The employer or other entity identified as the Contractholder on the application, entitled to exercise all rights and privileges for the Contract and to whom the Contract is issued.
Fixed Account	The Investment Option in the Contract that provides for guaranteed interest and is part of Symetra Life's General Account.
General Account	The General Account consists of all assets of Symetra other than those allocated to a Separate Account.
Home Office	[777 108th Avenue NE, Suite 1200, Bellevue, WA 98004].
Income Phase	The period beginning on the Annuity Date during which the Participant receives annuity payments.

DEFINITIONS (continued)

Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended or revised.
Investment Options	Those investments available under the Contract, as shown on your Certificate Schedule.
NYSE	The New York Stock Exchange.
Participant	A person for whom an account is established under the Plan as directed by the Contractholder.
Participant Account	The individual account established for a Participant to record the Participant Account Value.
Participant Account Value	The sum of the values of the Sub-Accounts and the Fixed Account allocated to the Participant that have not been applied to provide annuity payments.
Plan	The retirement plan established by the employer and qualified under IRC Section 403(b) or 457 of the IRC for which the Contract is used as a funding vehicle.
Portfolio	The fund in which the corresponding Sub-Account invests.
Purchase Payments	The amounts paid to Symetra for allocation under the Contract, less any premium tax due at the time the payment is made.
Separate Account	Symetra Separate Account C, a segregated asset account established under Washington law.
Sub-Account	A division of the Separate Account for which Accumulation Units are separately maintained. Each Sub-Account invests exclusively in a particular Portfolio.
Surrender Value	The Participant Account Value minus any applicable surrender charge, withdrawal charge, and annual administration maintenance charge.
Symetra	Symetra Life Insurance Company.
Variable Account	The account that reflects a Participant's interest in the Sub-Accounts.

THE ANNUITY CONTRACT

ABOUT THE CONTRACT

The Contract and this Certificate issued under it are issued pursuant to the Plan that qualifies for tax-favored treatment under Section 403(b) or Section 457 of the Code. The Contract is an agreement between Symetra and the Contractholder, where we promise to pay you an income in the form of annuity payments, pay cash in the form of withdrawals, or pay a death benefit to Beneficiaries in accordance with the terms of the Contract and subject to the terms of the Plan. When money is invested by you in the Variable Account and/or the Fixed Account, your Certificate is in the Accumulation Phase. When you begin receiving annuity payments, your Certificate is in the Income Phase.

The Contract is held pursuant to the Plan, and we establish Participant Accounts at the direction of the Contractholder. You will be required to complete an application with all the information we require to administer your interest in the Contract. You cannot be older than the maximum Participant issue age shown on your Certificate Schedule. Upon our acceptance of your application, we will issue you a Certificate reflecting your interest in the Contract. Your Certificate is not a part of the Contract.

Symetra will issue an annuity or make a cash distribution to you or to any other person who is entitled to such benefits under the Plan subject to all of the following:

- the provisions of the Contract;
- the provisions of the Plan; and
- the written direction of the Contractholder or authorized Plan representative.

Symetra is not obligated to issue an annuity or cash distribution until it receives the Contractholder's or authorized Plan representative's written direction containing all of the following:

- terms and conditions;
- manner and amount; and
- the written certification that such annuity or cash distribution is in accordance with the provisions of the Plan.

THE ANNUITY CONTRACT (continued)

Symetra may rely on the written direction of the Contractholder or authorized Plan representative and will not be liable for any failure to question or challenge such direction and certification regarding the issuance of an annuity or payment of a cash distribution. To the extent provided by the Plan, any rights that may be exercised by you under the Contract may instead be exercised by the Contractholder or a Plan representative. The Plan, including certain Plan provisions required by the Employee Retirement Income Security Act of 1974 (ERISA) or other applicable law, may limit your rights under the Contract.

BENEFICIARY

The Beneficiary receives any death benefit payable in accordance with the provisions of the Contract. If allowed under the Plan, you may name the Beneficiaries on the Participant application. If no Beneficiary is named, we will pay your estate. Changes in Beneficiary designation take effect on the date the designation is signed by the Contractholder, subject to any payments made or actions taken by the insurer prior to receipt of the notice.

You may designate two or more Beneficiaries to receive separate percentage interests in death benefits payable under the Contract. Each such Beneficiary must separately exercise the right that a Beneficiary has under the Contract.

The Plan may require that your spouse be designated as Beneficiary.

PURCHASE PAYMENTS

MINIMUM PURCHASE PAYMENT

The minimum Purchase Payment per Participant is as shown on your Certificate Schedule and is subject to the Plan's requirements.

CONTRACTHOLDER'S PAYMENTS

During the Accumulation Phase, the Contractholder may make periodic payments to Participant Accounts. The Contractholder or authorized Plan representative will specify for such payments the amount to be allocated to you.

The amount allocated to you will be considered to be a payment made on your behalf. You or the Contractholder, may change the amount and frequency of Purchase Payments. If Purchase Payments stop, all benefits under your Certificate continue until your entire Participant Account Value is completely withdrawn. We will not accept any Purchase Payments on behalf of a deceased Participant. The Plan may limit your rights to make Purchase Payments and limit the maximum allowable for any calendar year.

Purchase Payments must be in lawful currency of the United States and submitted to [our Home Office at 777 108th Avenue NE Suite 1200, Bellevue, WA 98004-5135 or PO Box 3882, Seattle, WA 98124-3882], or in a manner agreed to by Symetra.

If the amount to be allocated to you cannot currently be determined, we will return the payments to the Contractholder or authorized representative.

We reserve the right to reject any application by a Participant who is ineligible for the Certificate, any incomplete application, or any Purchase Payment that

- does not meet the minimum payment amount shown on your Certificate Schedule;
- is allocated to the Fixed Account and that we are not able to invest such that we can credit at least the minimum guaranteed interest rate;
- exceeds \$1 million;
- is received without the necessary information to process the payment;
- is made for market timing purposes; or
- is otherwise contrary to law for Symetra to accept.

PURCHASE PAYMENTS (continued)

All Purchase Payments are subject to acceptance and approval by Symetra. If we do not accept a Purchase Payment, we will return it within five business days. If we change the availability of allocations to the Fixed Account, we will provide you and the Contractholder with notice at least 31 days prior to the date regarding the change in the availability.

ALLOCATION OF PURCHASE PAYMENTS

Your initial Purchase Payment will be allocated according to the instructions on your application. Unless we are told otherwise, subsequent Purchase Payments will be allocated in the same proportion as the most recent Purchase Payment (unless it is a Purchase Payment you direct us to allocate on a one-time-only basis).

Once we receive the Purchase Payment, the allocation to the Sub-Accounts is effective and valued as of the next close of the NYSE and the allocation to the Fixed Account is valued as of the day we receive the Purchase Payment on a day we are open for business. All subsequent Purchase Payments and transfers are valued in the same manner.

The Contractholder has the right to examine and cancel the Contract by the law of the state where the Contract is delivered. If the Contractholder cancels the Contract by sending us a written request during this period, the Contract will become void and Participant Accounts established during this period will be void.

When we are required to guarantee a return of Purchase Payments during the "Right to Examine" period by the law of the state where the Contract is delivered, we reserve the right to initially apply amounts to the [Money Market] Sub-Account. These amounts will then be allocated in the manner selected by you, unless the Contract or Certificate is canceled.

INVESTMENT OPTIONS

THE FIXED ACCOUNT

All Purchase Payments and transfers to the Fixed Account will become part of the General Account to be so used and invested and will not be segregated from Symetra's other assets.

Interest Crediting

Symetra establishes the annual effective interest rates that apply to Purchase Payments and transfers. In no event will the annual effective interest rate credited to monies deposited in the Fixed Account be less than the minimum guaranteed interest rate as shown on your Certificate Schedule.

Each Purchase Payment and transfer will be credited with the annual effective interest rate established for the date that Symetra receives the Purchase Payment or transfer. The rate is guaranteed for at least 12 months from the date we receive the Purchase Payment or transfer.

We can adjust the annual effective interest rate after the completion of that initial period. The adjusted rate will apply to Purchase Payments and transfers and their credited interest for at least 12 months, when the rate can again be adjusted. From then on, we cannot adjust the annual effective interest rate more often than every 12 months.

Different annual effective interest rates may apply to each of the Purchase Payments or transfers depending on the annual effective interest rate established for the date Symetra received the Purchase Payment or transfer and any subsequent rate adjustments.

For the purpose of crediting interest, when a withdrawal is made from the Fixed Account, the Purchase Payment or transfer last made and the interest credited to it are withdrawn first.

If Purchase Payments cease being allocated to the Fixed Account, Symetra will continue to credit the balance of the Fixed Account with the applicable annual interest rate(s).

Interest Compounding

Symetra credits interest daily on each Purchase Payment and transfer allocated to the Fixed Account from the date we receive the funds up to, but not including, the date funds are withdrawn from the Fixed Account. Annual effective interest rates show the effect of daily compounding of interest over a 12-month period.

INVESTMENT OPTIONS (continued)

**Guaranteed
Minimum Value**

Upon a total annuitization, total withdrawal from the Fixed Account, or your death, the minimum value that will be applied towards regular payments or paid to you or your Beneficiary will not be less than 90% of your Purchase Payments and transfers allocated to the Fixed Account accumulated at an annual effective interest rate of 3% each year, less prior withdrawals and transfers from the Fixed Account accumulated at an annual effective interest rate of 3% each year. If necessary to meet this minimum, charges will be waived.

**THE VARIABLE
ACCOUNT**

Purchase Payments and transfers may be allocated to the Sub-Accounts available under this Certificate. We reserve the right to add, combine, restrict, or remove any Investment Option available under this Certificate. The investment performance of a Sub-Account may be positive or negative.

**Substitution of
Shares**

If any shares of the Sub-Accounts are no longer available, or if in our view no longer meet the purpose of the Contract, it may be necessary to substitute shares of another Sub-Account. We will seek prior approval of the Securities and Exchange Commission (SEC) to the extent required by law and give Participants notice before doing this.

Accumulation Units

When Purchase Payments or transfers are made into a Sub-Account, we credit the Certificate with Accumulation Units. Similarly, when a withdrawal or transfer of money from a Sub-Account is made, Accumulation Units are liquidated. In either case, the increase or decrease in the number of Accumulation Units is determined by taking the dollar amount of the Purchase Payment, transfer, or withdrawal and dividing it by the value of an Accumulation Unit.

We calculate the value of an Accumulation Unit for each Sub-Account after the NYSE closes each day. To determine the current Accumulation Unit value, we take the prior day's Accumulation Unit value and multiply it by the net investment factor for the current day.

INVESTMENT OPTIONS (continued)

Net Investment Factor

The net investment factor is used to measure the daily change in the Accumulation Unit value for each Sub-Account. The net investment factor equals:

- The net asset value per share of the applicable Portfolio at the end of the current day plus the per share amount of any dividend or income distributions made by the Portfolio that day; divided by
- The net asset value per share of a Portfolio at the end of the prior day plus the per share amount of any dividend or income distributions made by the Portfolio that day; minus
- The daily charges, expressed as a percentage of the total net assets of the Sub-Account.

The Accumulation Unit value will usually go up or down from Business Day to Business Day.

PARTICIPANT ACCOUNT VALUE

The Participant Account Value is the sum of the Variable Account and the Fixed Account attributable to you. We calculate this by:

- Adding all Purchase Payments invested on your behalf;
- Subtracting charges;
- Subtracting the withdrawals that have been made;
- Adjusting for each Sub-Account's gain or loss;
- Adding the interest we credit while any of your Participant Account Value is in the Fixed Account;
- Subtracting the amounts withdrawn for an annuity option; and
- Subtracting the amounts withdrawn to pay death benefits.

WITHDRAWALS AND TRANSFERS

WITHDRAWALS

Subject to the provisions of the Plan, which may restrict the time when you may elect to receive payments, you may withdraw part or all of your Participant Account Value. The minimum amount that you can withdraw is shown on the Certificate Schedule. If your Participant Account Value would fall below the amount shown on your Certificate Schedule after the requested withdrawal amount is taken, then you must withdraw your entire Participant Account Value unless we have received a Purchase Payment, within the last twelve (12) months, and your Certificate will terminate.

To take withdrawals you must send a written request to our Home Office. Unless we are told otherwise, partial withdrawals will be made pro rata from each Investment Option. Once we receive the request, withdrawals from the Sub-Accounts will be effective as of the next close of the NYSE. A withdrawal may have a surrender charge, a withdrawal charge, and, if the entire value of your Participant Account Value is being withdrawn, an annual administration maintenance charge. The Plan may require spousal consent before you may withdraw money.

You may request repetitive withdrawals of a predetermined amount on a monthly, quarterly, or annual basis by completing the appropriate form(s).

TRANSFERS

During the Accumulation Phase, transfers among the Sub-Accounts and the Fixed Account may be made by you. The minimum amounts that can be transferred are shown on your Certificate Schedule. In each Certificate Year, a specified number of transfers is free of charge. Each additional transfer in a Certificate Year may have a transfer charge. The number of free transfers and the transfer charge are shown on your Certificate Schedule. If any transfer reduces the remaining balance in your Sub-Account or Fixed Account to less than the amount shown on your Certificate Schedule, the entire balance of that Sub-Account or Fixed Account will be transferred.

WITHDRAWALS AND TRANSFERS (continued)

As shown on your Certificate Schedule, only a portion of your Fixed Account may be transferred to the Sub-Accounts in any Certificate Year. After a transfer from the Fixed Account, transfers may not be made back to the Fixed Account for the time period shown on your Certificate Schedule unless such transfer is part of a Symetra-approved Investment Option rebalancing program.

Also, we reserve the right to modify, suspend, or terminate transfer privileges at any time. In addition, if we receive a transfer request that is to be allocated to the Fixed Account and we are not able to invest the money such that we can credit at least the minimum guaranteed interest rate, we reserve the right to reject the portion of the transfer request that was to be allocated to the Fixed Account. We will provide you, and the Contractholder, notice at least 31 days prior to the date regarding changes in the availability of the Fixed Account.

TRANSFER REQUESTS

Symetra will accept transfer requests by signed written request or at our discretion, by telephone, or if available, electronically by the Internet. Each transfer must identify:

- the Certificate;
- the amount of the transfer; and
- which investment options are affected.

Symetra will not be liable for any failure to question or challenge such request for transfer as long as there is a valid signed authorization on record at Symetra.

LIMITS ON EXCESSIVE TRANSFERS

We may restrict or eliminate the right to make transfers to and from Sub-Accounts if such rights are executed by the Contractholder or a Participant, a market timing firm, or another third party authorized to initiate transfers. For example, we reserve the right to reject any transfer request if, in our judgment, the transfer is part of a pattern of transfers that may disadvantage other contract owners or would cause a Portfolio to be unable to invest effectively in accordance with its investment objectives and policies or would otherwise be potentially adversely affected. In addition, if we or any affected Portfolio believes any Participant is engaging in activity as described above or similar market timing activity that may hurt the rights or interests of other Contractholders or Participants, we have the right to restrict the number of transfers permitted by such Participant or the manner in which transfers are requested by such Participant.

WITHDRAWALS AND TRANSFERS (continued)

We will monitor transfer activity occurring among the Sub-Accounts and may modify these transfer restrictions at any time if we deem it necessary to protect the interest of all contract owners. These modifications may include curtailing or eliminating, without notice, certain methods of requesting transfers, such as the use of the telephone or the Internet. Portfolios may have their own market timing policies and procedures and impose redemption fees for short-term investments in the Portfolios. We have the right to deduct those redemption fees from the Participant Account Value.

ANNUITY PAYMENT PROVISIONS

ANNUITY OPTIONS

The Income Phase will start no later than the maximum annuitization age shown on your Certificate Schedule, or an earlier date if required by law. During the Income Phase, you may receive monthly, quarterly, semi-annual or annual annuity payments beginning on the Annuity Date. All annuity options require the naming of an annuitant. You, the Participant, are the annuitant whose life is used to determine annuity payments, and the person receiving annuity payments once annuity payments begin. You may also name a joint annuitant upon whose life annuity payments will be based. The Plan may require spousal consent before you elect annuity payments and may require that any distribution be in the form of a joint and survivor annuity for you and your spouse.

To start the Income Phase, we must be notified in writing at least 30 days prior to the date that annuity payments are to begin. Annuity payments will be made under an annuity option described in your Certificate or another annuity option that you want, the Contractholder authorizes, and that we agree to provide. If the amount applied to an annuity option is less than \$2,000, we may make payment in a lump sum where permitted by state law. We reserve the right to change the payment frequency if payment amounts would be less than \$250. Switching to the Income Phase is irrevocable. Once annuity payments begin, you cannot switch back to the Accumulation Phase, add Purchase Payments, change or add an annuitant, or change the annuity option. When you start the Income Phase, the guaranteed minimum death benefit and the guaranteed minimum value will no longer be applicable.

You may choose to annuitize a portion of your Participant Account Value. In this situation, your Participant Account Value will be divided into two parts. The non-annuitized portion would remain in the Accumulation Phase, while the annuitized portion would be moved to the Income Phase. At this point, the guaranteed minimum death benefit would be proportionately reduced by the amount of your Participant Account Value withdrawn and applied to purchase the annuity payments.

The Contract offers only fixed annuity options. Annuity payments will be determined by applying your Participant Account Value to the Fixed Annuity Purchase Rate Table in your Certificate, or the current rates at that time if more favorable to you. If premium taxes are required by state law, these taxes will be deducted before the annuity payments are calculated. You may also name a joint annuitant upon whose life annuity payments will be based.

ANNUITY PAYMENT PROVISIONS (continued)

Life Annuity	The Participant receives annuity payments as long as the Participant is living. Annuity payments stop when the Participant dies.
Life Annuity with Guaranteed Period	The Participant receives annuity payments as long as the Participant is living. If the Participant dies before all guaranteed payments have been made, we will continue payments for the remainder of the guaranteed period. Annuity payments stop the later of the date the Participant dies or the date the last guaranteed payment is made. The guaranteed period must be for a period of five or more years as selected by the Participant and agreed to by us.
Joint and Survivor Life Annuity	The Participant receives annuity payments as long as the Participant is living. After the Participant dies, we will continue to make a specified percentage of each annuity payment, to the joint annuitant, as long as the joint annuitant is living. The joint annuitant and payment percentage must be specified at the time this option is elected. Annuity payments stop the later of the date the Participant dies or the date the joint annuitant dies.
Joint and Survivor Life Annuity with Guaranteed Period	The Participant receives annuity payments as long as the Participant is living. The full annuity payment will be paid until the end of the guarantee period. If the Participant is alive when the guaranteed period ends, the full annuity payment will continue to be paid. If the Participant dies, the joint annuitant is alive, and the guaranteed period has ended, a percentage of the annuity payment amount will continue to be paid, as long as the joint annuitant is alive. If the Participant dies and the joint annuitant is living, payments will be made to the joint annuitant. The joint annuitant and payment percentage must be specified at the time this option is elected and cannot be changed once the Income Phase begins. The guaranteed period must be for a period of five or more years as selected by the Participant and agreed to by us.
Automatic Option	If you do not choose an annuity option at least 30 days before the latest Annuity Date allowed for the Certificate, we will make fixed annuity payments under the Life Annuity with Guaranteed Period annuity option. The guaranteed period will be equal to 10 years.

DEATH BENEFIT PROVISIONS

DEATH OF PARTICIPANT Prior to the Annuity Date

If you die prior to the Annuity Date, we will pay a death benefit to:

- your surviving primary Beneficiary(ies); or if none, then
- your surviving contingent Beneficiary(ies); or if none, then
- your estate.

Guaranteed Minimum Death Benefit

Initially, your guaranteed minimum death benefit will be equal to the first Purchase Payment received. It is increased by additional Purchase Payments and proportionately reduced for withdrawals and applicable charges. After each withdrawal or applicable charge, the guaranteed minimum death benefit will be recalculated by multiplying the prior guaranteed minimum death benefit by the ratio of your Participant Account Value after the withdrawal or applicable charge to your Participant Account Value before the withdrawal or applicable charge.

Calculation of Death Benefit

If you are under age 75 at the time of death, the death benefit on the calculation date is the sum of (1) your Participant Account Value; plus (2) any excess of the guaranteed minimum death benefit over your Participant Account Value. If you are age 75 or older at the time of death, the death benefit is your Participant Account Value.

When determining (1) and (2) above, the calculations are based on the earlier of:

- the date we receive proof of death and the first election of how to take the death benefit payment; or
- six months from the date of death.

If we receive due proof of death and the first death benefit payment election within 6 months of the date of death: If the guaranteed minimum death benefit exceeds your Participant Account Value, we will add the difference to your Participant Account on the date we receive the required information so that your Participant Account Value will equal the guaranteed minimum death benefit. This additional amount will be allocated to the Investment Options in the same proportion that Purchase Payments were last allocated. Thereafter, your Participant Account Value will be subject to investment performance and applicable charges until the date the death benefit is paid.

DEATH BENEFIT PROVISIONS (continued)

If we receive due proof of death and the first death benefit payment election more than 6 months after the date of death: If the guaranteed minimum death benefit exceeds your Participant Account Value on the 6-month anniversary of the date of death, we will add the required amount and credit the addition with interest at the currently offered [money market] Sub-Account rate from the 6-month anniversary until the date we receive the required information. At that time we will allocate this additional amount, with the credited interest, to the Investment Options in the same proportion that Purchase Payments were last allocated. Thereafter, your Participant Account Value will be subject to investment performance and applicable Contract charges until the date the death benefit is paid.

Limitation on Death Benefit

At most, one guaranteed minimum death benefit will be paid. In addition, the maximum amount that we will add to your Participant Account Value is limited to \$1 million. This limitation applies to any amount added to your Participant Account so that your Participant Account Value equals the guaranteed minimum death benefit. All annuity contracts and certificates subsequently purchased by you from Symetra will be aggregated for this \$1 million limit if your death triggers a payment.

Payment of Death Benefit

To pay the death benefit, we need proof of death acceptable to us, such as a certified copy of a death certificate, plus written direction regarding how to pay the death benefit payment.

Upon receiving due proof of death, we will credit interest at the rate required by law.

Unless the terms of the Plan or other requirements apply, the death benefit will be paid as:

- a lump sum payment or series of withdrawals that are completed within five years from the date of death; or
- annuity payments made over the Beneficiary's life or life expectancy. To receive annuity payments, the Beneficiary must make this election within 60 days from our receipt of proof of death. Annuity payments must begin within one year from the date of death. Once annuity payments begin, they cannot be changed.

If a person entitled to receive a death benefit dies before the death benefit is distributed but after your death, we will pay the death benefit to that person's named beneficiary or, if none, to that person's estate.

Until the death benefits have been fully paid, your Beneficiary will be entitled to exercise all the Investment Options and other rights you can exercise under this Contract.

DEATH BENEFIT PROVISIONS (continued)

**DEATH OF
PARTICIPANT On or
After the Annuity Date**

If you die after the Annuity Date, any amounts paid will depend on the annuity option then in effect. We will continue to make annuity payments, if any, in accordance with the annuity option chosen.

When the last annuitant dies, we will pay any remaining guaranteed payments as follows:

- to the primary Beneficiary, if living, otherwise to;
- the contingent Beneficiary(ies), if living, otherwise to;
- the annuitant's estate.

CHARGES

Symetra deducts the following charges and fees:

**ANNUAL
ADMINISTRATION
MAINTENANCE
CHARGE**

The annual administration maintenance charge, shown on your Certificate Schedule, will be deducted on the last day of your Certificate Year and in the event of a full withdrawal of your Participant Account Value.

The charge is deducted from the Sub-Account with the highest balance. If there is not enough money in the Sub-Accounts to cover the charge, we will deduct the full or remaining charge from the portion of your Participant Account Value allocated to the Fixed Account.

We will not deduct this charge if your Participant Account Value is at least equal to the amount shown on your Certificate Schedule when the deduction is to be made. We do not deduct this charge for amounts applied to purchase an annuity option or to pay death benefits.

WITHDRAWAL CHARGE

The withdrawal charge, as shown on your Certificate Schedule, is deducted for each withdrawal after the first withdrawal in a Certificate Year. This charge will be deducted from your remaining Participant Account Value, unless we are instructed otherwise.

We will not deduct this charge for:

- annuity payments;
- repetitive withdrawals;
- withdrawals using electronic funds transfer; or
- withdrawals of your entire Participant Account Value.

TRANSFER CHARGE

The transfer charge is deducted from the Investment Option for each transfer in excess of the number of free transfers allowed in a Certificate Year. The transfer charge and the number of free transfers are shown on your Certificate Schedule. The charge will be deducted from the amount being transferred.

Scheduled transfers authorized by us as part of an investment strategy, such as dollar cost averaging, appreciation sweep, Investment Option rebalancing, or Symetra approved asset allocation programs do not count against your allowed number of free transfers.

CHARGES (continued)

SURRENDER CHARGE	<p>The surrender charge, as shown on your Certificate Schedule, is deducted from the total withdrawal amount prior to us making payment to you. Unless you tell us otherwise, we will deduct the surrender charge on a partial withdrawal in the same manner. This charge is a percentage of the amount withdrawn.</p> <p>You may withdraw 10% of your Participant Account Value each Certificate Year without a surrender charge. The determination of whether more than 10% of your Participant Account Value has been withdrawn is made at the time of withdrawal. If you take more than one withdrawal in a Certificate Year, the previous withdrawals in the Certificate Year are added to your current Participant Account Value to determine whether more than 10% of your Participant Account Value has been withdrawn in that Certificate Year.</p>
DAILY CHARGES	<p>Each day we make deductions for some charges. We do this as part of our calculation of the value of the Accumulation Units. The daily charges are as follows:</p>
Mortality and Expense Risk Charge	<p>The mortality and expense risk charge is equal, on an annual basis, to a percentage of the average daily net assets of each Sub-Account. The percentage is shown on your Certificate Schedule.</p>
[Sub-Account Fund Facilitation Fee	<p>The Sub-Account fund facilitation fee is equal, on an annual basis, to a percentage of the average daily net assets invested in the [Vanguard] and [Calvert] Sub-Account(s). The percentage is shown on your Certificate Schedule.]</p>
PREMIUM TAXES	<p>In states where they are applicable, we reserve the right to make a deduction from your Participant Account Value for the payment of premium taxes assessed in connection with your Participant Account Value as shown on your Certificate Schedule.</p>
INCOME OR OTHER TAXES	<p>Currently we do not pay income or other taxes on earnings attributable to the Contract. However, if we ever incur such taxes, we reserve the right to deduct them from the Participant Account Values.</p>

CODE REQUIREMENTS AND RETIREMENT PLAN PROVISIONS

The Contract may be subject to further restrictions as provided below or as provided in any Endorsement attached hereto and made a part of the Contract, depending on the type of retirement plan for which the Contract is used for a funding vehicle.

REQUIRED MINIMUM DISTRIBUTIONS

The Participant's benefits under the Certificate must satisfy minimum distribution rules of the applicable section of the IRC and regulations thereunder. The IRC sections which apply are: (i) Section 403(b)(10) for Section 403(b) contracts, and (ii) Section 457(d) for deferred compensation plans under Section 457. These minimum distribution rules generally require that benefits begin after the Participant is 70½ years old and that the minimum amount is paid each year. Payments may be made in the form of annual withdrawals or under an annuity option. Minimum withdrawals are set each year based on the Participant Account Value and the life expectancy of the Participant and the Participant's Beneficiary. If the Participant's Beneficiary is not the Participant's spouse, the annual withdrawal must meet the minimum incidental benefit requirements. If the Participant elects payments under any annuity option, the guaranteed or expected period of the annuity payments may not exceed the Participant's life expectancy and that of the Participant's Beneficiary at the Annuity Date or a shorter period if the Participant's Beneficiary is not the Participant's spouse.

MINIMUM DEATH BENEFIT DISTRIBUTIONS

The death benefit, if any, payable to the Participant's Beneficiary must also satisfy the rules of Section 403(b)(10) or Section 457(d), whichever may be applicable, and the regulations thereunder. The Beneficiary may satisfy these rules by receiving a lump sum, annual withdrawals, or payments under an annuity option in accordance with these rules. If the Participant dies before withdrawals have started, the Participant Account Value must be distributed (1) by the December 31st of the year which contains the fifth anniversary of the Participant's death, or over a designated Beneficiary's life expectancy. A surviving spouse may wait to begin payments until the year the Participant would have reached age 70½. If the Participant dies after payments under an annuity option have begun, the death benefit will be paid at least as rapidly as under the annuity option the Participant selected.

CODE REQUIREMENTS AND RETIREMENT PLAN PROVISIONS

(continued)

DIRECT ROLLOVERS

A Participant may be able to receive a benefit under this Certificate as an eligible rollover distribution as defined in the IRC. The Participant has the right to elect to have the eligible rollover distribution paid directly to an eligible retirement plan. Except for eligible rollover distributions, we reserve the right to make payments only to the Participant or the Participant's Beneficiary.

NONQUALIFIED DEFERRED COMPENSATION PLANS

If the Contract is issued for a nonqualified deferred compensation plan, the Contractholder possesses all rights under the Contract. The Contractholder may direct that all payments from the Contract be made to the Contractholder, or the Contractholder may direct that payments be made directly to Participants and Beneficiaries. Participants and Beneficiaries have no rights under such Contracts. The Contractholder may authorize Participants and Beneficiaries to make certain elections under the Contract or may revoke that authorization at any time.

GOVERNMENTAL 457(b) PLAN

Notwithstanding the foregoing, if the Contract is issued for an employer that is a governmental entity and the Plan is an eligible Plan under IRC section 457(b), the Contract's assets and income, including the assets and income of this Certificate, shall be held for the exclusive benefit of the Participants and the Participants' Beneficiaries.

GENERAL PROVISIONS

ACCOUNT STATEMENTS

At least once each calendar year we will furnish you with a statement showing your Participant Account Value.

ASSIGNMENT OF BENEFITS

Neither the Contract nor your Certificate may be sold transferred, assigned, discounted, or pledged as collateral for a loan (other than a loan taken against your Participant Account Value, which is authorized by the Plan and subject to IRC requirements) or as security for the performance of an obligation or for any other purpose. The benefits, values, and rights under the Contract and your Certificate are not transferable or subject to any creditor claims to the fullest extent permitted by law except under a domestic relations order properly issued by a court of competent jurisdiction and that complies with ERISA, if applicable.

CERTIFICATES

Symetra will issue a Certificate for each Participant for whom an account is established under the Contract.

Your Certificate will include the relevant provisions of the Contract and the benefits to which you are entitled. You will have rights under the Contract only to the extent that Purchase Payments on your behalf are received by Symetra. The provisions of the Plan may limit your rights under the Contract.

COMMUNICATIONS

All written communications to the Contractholder or to you will be addressed to the last known address of the Contractholder or you, respectively, on file with Symetra.

All written communications to Symetra must be addressed to Symetra at its [Home Office at 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004-5135; PO Box 3882, Seattle, WA 98124-3882.]

Unless specifically provided otherwise, any notice of change, election, choice, option, or other exercise of rights given under your Certificate must be in writing on a form provided by us or in a manner acceptable to us.

CHANGES TO THE CERTIFICATE

Only an authorized officer of Symetra may change the Contract and Certificates issued thereunder. Any change must be in writing. Symetra has the unilateral right to amend the Contract to conform the Contract to any applicable state or federal law. All changes we make will be subject to any applicable regulatory requirements.

GENERAL PROVISIONS (continued)

ESSENTIAL DATA	The Contractholder and each person entitled to receive benefits under the Contract must provide us with any information we need to administer the Contracts, including Certificates issued thereunder. We are entitled to rely exclusively on the completeness and accuracy of data furnished to us, and we will not be liable with respect to any omission or inaccuracy.
EVIDENCE OF SURVIVAL	When benefits under your Certificate depend upon any person being alive on a given date, Symetra may require satisfactory proof that the person is living prior to paying the benefits.
EXCLUSIVE BENEFIT	Except for non-qualified deferred compensation plans, the assets and income of the Contract and associated Certificates are held for the exclusive benefit of Participants and their Beneficiaries. Except as may be provided in the Plan, your rights under the Contract are fully vested and nonforfeitable.
FUTURE PURCHASE PAYMENTS	We may prohibit additional Purchase Payments under your Certificate upon written notice to the Contractholder.
MISSTATEMENT OF AGE	<p>We may require satisfactory proof of correct age at any time. If annuity payments are based on life or life expectancy and the age of any annuitant has been misstated, annuity payments will be based on the corrected information. Underpayments will be made up in a lump sum with the next scheduled payment. Overpayments will be deducted from future payments until the total is repaid. We will not credit interest on underpayments or charge interest on overpayments.</p> <p>If your age has been misstated, the amount of any death benefit payable will be determined based on your correct age.</p>
NON-PARTICIPATION	The Contract and associated Certificates are non-participating, which means they will not share in any distribution of profits, losses, or surplus of Symetra.
PLAN PROVISIONS	Symetra is not a party to, nor bound by, any trust or Plan. However, the terms of your Certificate are subject to the provisions of any Plan under which your Certificate is issued.

GENERAL PROVISIONS (continued)

SEPARATE ACCOUNT	<p>The Separate Account holds the assets that underlie the Purchase Payments invested in the Sub-Accounts, including Participant Account Values. The assets in the Separate Account are the property of Symetra. However, assets in the Separate Account that are attributable to Contracts are not chargeable with liabilities arising out of any other business we may conduct. Income, gains and losses (realized and unrealized), resulting from assets in the Separate Account are credited to or charged against the Separate Account without regard to other income, gains or losses of Symetra.</p>
STATE REQUIRED BENEFITS AND JURISDICTION	<p>The benefits of your Certificate will not be less than the minimum benefits required by the state law in which the Contract is delivered.</p>
SUSPENSION OF WITHDRAWALS OR TRANSFERS/ DEFERRAL	<p>We may be required to suspend or postpone payment of withdrawals or transfers from the Sub-Accounts for any period of time when:</p> <ul style="list-style-type: none">• the NYSE is closed (other than customary weekend or holiday closings);• trading on the NYSE is restricted;• an SEC-declared emergency exists such that disposal of or determination of the value of the Sub-Account shares is not reasonably practicable; or• the SEC, by order, so permits for your protection. <p>In addition, we retain the right to defer payment of withdrawals, surrenders, loans, or transfers from the Fixed Account for a period of 6 months after receiving the request. Prior to exercising our right to defer payment, we will seek prior written approval of the appropriate state regulatory authorities if required by law to do so. The interest rates credited to the Fixed Account during this period will not be less than the rate required under state law.</p>
TERMINATION OF CERTIFICATE	<p>If you meet Plan requirements, you may surrender your Certificate for its Surrender Value at any time before you begin to receive annuity payments. For a surrender to be effective, we must receive your written request at our Home Office with all the information we need to process it. All benefits will terminate as of the date we receive the required information to process your surrender request. We will determine your Surrender Value as of the next close of the NYSE after we have received the required information to process your request. We will pay you the Surrender Value within 7 calendar days.</p>

GENERAL PROVISIONS (continued)

TERMINATION OF CONTRACT

All benefit provisions under the Contract continue in force until all Participant Account Values are completely withdrawn.

The Contract will terminate and cease to be of any further force or effect at the close of the first day upon which Symetra has completed all of the duties and obligations that have arisen under the Contract.

The Contractholder must provide Symetra with written notice of its intent to terminate the Contract not less than 30 days prior to the request to terminate.

VOTING RIGHTS

Symetra is the legal owner of the Portfolios' shares. However, when a Portfolio solicits proxies in connection with a shareholder vote, we are required to ask you for instructions as to how to vote those shares. You, or the Beneficiary of a deceased Participant's account, will have the right to give voting instructions and we will vote in accordance with the instructions we receive from you. We vote Portfolio shares for which no timely instructions are received in proportion to the voting instructions that are received with respect to that Portfolio. For this reason, a small number of voting instructions may control the outcome of a vote. Should we determine that we are no longer required to comply with the above, we will vote the shares in our own right.

There are no voting rights with respect to values in the Fixed Account.

FIXED ANNUITY PURCHASE RATE TABLE

The rates in the Fixed Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female projected 20 years. The effective interest rate assumed in the Fixed Annuity Purchase Rate Table is 2.00%.

The annuity purchase rates set out in the following Fixed Annuity Purchase Rate Table are guaranteed by Symetra.

FIXED ANNUITY PURCHASE RATE TABLE Consideration Required to Purchase \$1 of Monthly Annuity*

Age of Annuitant	Life Annuity	100% Joint & Survivor**				
		Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	\$306.55	\$306.86	\$307.85	\$344.87	\$344.87	\$344.89
56	300.44	300.77	301.85	339.23	339.23	339.25
57	294.23	294.60	295.78	333.48	333.48	333.51
58	287.95	288.34	289.63	327.62	327.62	327.66
59	281.50	282.00	283.42	321.65	321.65	321.69
60	275.10	275.57	277.13	315.56	315.57	315.62
61	268.55	269.07	270.78	309.36	309.37	309.43
62	261.92	262.48	264.36	303.05	303.06	303.14
63	255.20	255.83	257.90	296.64	296.64	296.73
64	248.42	249.11	251.40	290.11	290.12	290.23
65	241.57	242.33	244.86	283.47	283.49	283.62
66	234.66	235.50	238.30	276.73	276.75	276.91
67	227.69	228.62	231.74	269.89	269.91	270.11
68	220.68	221.69	225.17	262.95	262.98	263.23
69	213.61	214.74	218.63	255.92	255.95	256.26
70	206.51	207.77	212.12	248.80	248.84	249.23
71	199.38	200.78	205.65	241.59	241.64	242.13
72	192.23	193.81	199.26	234.31	234.37	234.99
73	185.08	186.86	192.95	226.97	227.04	227.81
74	177.96	179.96	186.76	219.57	219.67	220.62
75	170.88	173.13	180.71	212.14	212.27	213.45
76	163.85	166.38	174.81	204.70	204.85	206.31
77	156.91	159.74	169.08	197.24	197.44	199.23
78	150.05	153.21	163.56	189.79	190.04	192.23
79	143.27	146.80	158.24	182.36	182.66	185.34
80	136.59	140.53	153.16	174.95	175.33	178.58
81	130.02	134.41	148.35	167.58	168.05	172.01
82	123.57	128.46	143.81	160.28	160.86	165.65
83	117.26	122.70	139.57	153.05	153.77	159.54
84	111.10	117.15	135.64	145.92	146.80	153.72
85	105.11	111.83	132.01	138.90	139.99	148.21
86	99.29	106.76	128.68	132.02	133.37	143.02
87	93.67	101.96	125.63	125.30	126.95	138.16
88	88.24	97.44	122.85	118.74	120.77	133.63
89	83.09	93.24	120.33	112.42	114.87	129.45
90	78.20	89.33	118.10	106.32	109.25	125.66
91	73.58	85.68	116.15	100.47	103.90	122.28
92	69.23	82.27	114.48	94.84	98.80	119.33
93	65.11	79.06	113.10	89.41	93.91	116.84
94	61.12	75.99	111.99	84.10	89.19	114.78
95	57.22	73.10	111.10	78.87	84.67	113.12

FIXED ANNUITY PURCHASE RATE TABLE (continued)

* The consideration shown refers to the net value used to purchase an annuity, after premium taxes or other applicable charges are deducted. For example, it would cost \$241,570 for a Participant age 65 to receive a Fixed Life Annuity which provides a monthly income of \$1,000.

**Participant and joint annuitant are assumed to be the same age.

Age is to be taken for the exact number of years and completed months. Values for fractional ages are obtained by simple interpolation.

Consideration for ages or combination of lives not shown will be furnished by Symetra upon request.

FIXED ACCOUNT VALUE TABLES

These tables demonstrate Fixed Account guaranteed annuitization values, guaranteed death benefits, guaranteed surrender values, and effective rates of return upon full surrender. Values are based on gross Purchase Payments allocated to the Fixed Account, minimum guaranteed interest rates, and the guaranteed minimum value taking standard non-forfeiture law into account.

Single Sum Purchase Payment

End of Year	Purchase Payment	Guaranteed Annuitization Value or Death Benefit	Guaranteed Surrender Value	Effective Rate of Return
1	\$2,000.00	\$2,000.00	\$1,854.00	-7.3000%
2	\$0.00	\$2,000.00	\$1,909.62	-2.2856%
3	\$0.00	\$2,000.00	\$1,966.91	-0.5546%
4	\$0.00	\$2,025.92	\$2,025.92	0.3224%
5	\$0.00	\$2,086.69	\$2,086.69	0.8523%
6	\$0.00	\$2,149.29	\$2,149.29	1.2071%
7	\$0.00	\$2,213.77	\$2,213.77	1.4613%
8	\$0.00	\$2,280.19	\$2,280.19	1.6524%
9	\$0.00	\$2,348.59	\$2,348.59	1.8012%
10	\$0.00	\$2,419.05	\$2,419.05	1.9205%
11	\$0.00	\$2,491.62	\$2,491.62	2.0182%
12	\$0.00	\$2,566.37	\$2,566.37	2.0996%
13	\$0.00	\$2,643.36	\$2,643.36	2.1686%
14	\$0.00	\$2,722.66	\$2,722.66	2.2278%
15	\$0.00	\$2,804.34	\$2,804.34	2.2791%
16	\$0.00	\$2,888.47	\$2,888.47	2.3240%
17	\$0.00	\$2,975.13	\$2,975.13	2.3636%
18	\$0.00	\$3,064.38	\$3,064.38	2.3989%
19	\$0.00	\$3,156.31	\$3,156.31	2.4304%
20	\$0.00	\$3,251.00	\$3,251.00	2.4588%

FIXED ACCOUNT VALUE TABLES (continued)

Annual Purchase Payments

End of Year	Purchase Payments	Guaranteed Annuitization Value or Death Benefit	Guaranteed Surrender Value	Effective Rate of Return
1	\$2,000.00	\$2,000.00	\$1,854.00	-7.3000%
2	\$1,000.00	\$3,015.00	\$2,836.62	-3.3115%
3	\$1,000.00	\$4,045.23	\$3,848.72	-1.7034%
4	\$1,000.00	\$5,090.90	\$4,891.18	-0.7843%
5	\$1,000.00	\$6,152.27	\$5,964.92	-0.1759%
6	\$1,000.00	\$7,229.55	\$7,070.86	0.2612%
7	\$1,000.00	\$8,322.99	\$8,209.99	0.5922%
8	\$1,000.00	\$9,432.84	\$9,383.29	0.8524%
9	\$1,000.00	\$10,591.79	\$10,591.79	1.0626%
10	\$1,000.00	\$11,836.54	\$11,836.54	1.2363%
11	\$1,000.00	\$13,118.64	\$13,118.64	1.3822%
12	\$1,000.00	\$14,439.20	\$14,439.20	1.5067%
13	\$1,000.00	\$15,799.37	\$15,799.37	1.6141%
14	\$1,000.00	\$17,200.35	\$17,200.35	1.7077%
15	\$1,000.00	\$18,643.36	\$18,643.36	1.7901%
16	\$1,000.00	\$20,129.66	\$20,129.66	1.8631%
17	\$1,000.00	\$21,660.55	\$21,660.55	1.9283%
18	\$1,000.00	\$23,237.37	\$23,237.37	1.9869%
19	\$1,000.00	\$24,861.49	\$24,861.49	2.0398%
20	\$1,000.00	\$26,534.34	\$26,534.34	2.0878%

CERTIFICATE SCHEDULE PAGE

PRODUCT NAME: Symetra [Retirement Passport] Group Variable Annuity

PARTICIPANT: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

AGE AT ISSUE: [52]

CONTRACTHOLDER: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

PLAN: [City Hall 403b Plan]

CONTRACT NUMBER: [000000000]

CONTRACT DELIVERED IN: [Any State]

CERTIFICATE DATE: [03/01/2005]

MAXIMUM PARTICIPANT ISSUE AGE: [85] The Certificate Date must be prior to the Participant's [86th] birthday.

MAXIMUM ANNUITIZATION AGE: [95] Annuity payments must begin prior to the Participant's [96th] birthday.

MINIMUM PURCHASE PAYMENT: [\$30.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: [\$30.00]

MINIMUM GUARANTEED INTEREST RATE: 1.50% This is an annual effective interest rate.

ANNUAL ADMINISTRATION MAINTENANCE CHARGE: [\$30.00] each Certificate Year. The charge will not be deducted if the Participant Account Value is [\$50,000] or more when the charge is to be deducted.

DAILY CHARGES:

Mortality and Expense Risk Charge Equal on an annual basis to [1.25%] of the average daily net assets of each Sub-Account.

[Sub-Account Fund Facilitation Fee [.25%]. This is deducted if you are invested in any of the [Vanguard Variable Insurance Fund] Portfolios.
[.10%]. This is deducted if you are invested in any of the [Calvert Variable Insurance Fund] Portfolios.]

SURRENDER CHARGE SCHEDULE:

Years Elapsed Since Certificate Date	Surrender Charge As A Percentage of Amount Withdrawn
0	9% of amount withdrawn
1	8% of amount withdrawn
2	7% of amount withdrawn
3	6% of amount withdrawn
4	5% of amount withdrawn
5	4% of amount withdrawn
6	3% of amount withdrawn
7	2% of amount withdrawn
8	1% of amount withdrawn
9+	0% of amount withdrawn

[We will not deduct the surrender charge for the following:

- if the total amount withdrawn during the Certificate Year does not exceed 10% of the Participant Account Value;
- payments made under an annuity option;
- the death of a Participant;
- the disability of a Participant, as defined by the Plan;
- the retirement of a Participant in accordance with the Plan;
- a separation of service with the employer sponsoring the Plan if the separation occurs after the Participant reaches ages 55 and the Participant has been invested in the Contract for at least five years unless the separation is due to Plan termination or employer shutdown;
- payments of required minimum distributions to a Participant under Internal Revenue Code Section 401(a)(9) or other applicable section of the Internal Revenue Code requiring minimum distributions;
- withdrawals when the Participant Account has been in effect for at least 5 years and the Participant has attained age 59½;
- return of excess deferrals, excess contributions, or excess aggregate contributions as certified by the Plan;
- the annual administration maintenance charge, withdrawal charge, transfer charge or premium taxes;
- repetitive withdrawals, if the withdrawals are equal or substantially equal and are expected to deplete the Participant Account Value over the Participant's life expectancy or the joint life expectancy of the Participant and Beneficiary; or
- to make a payment pursuant to a qualified domestic relations order.]

TRANSFERS:

[\$50.00] minimum amount to transfer into any Investment Option.

[\$500.00] minimum amount to transfer out of an Investment Option at one time, or the entire amount in an Investment Option, if the remaining balance will be less than [\$500.00].

[20%] allowed to be transferred out of the Fixed Account, per Certificate Year. After a transfer from the Fixed Account, the Participant may not make a transfer back into the Fixed Account for 180 days, unless such transfer is part of a Symetra approved Investment Options rebalancing program.

TRANSFER CHARGE:

[12] transfers free of charge, each Certificate Year. Thereafter, [\$10] or [2%] of the amount transferred, whichever is less.

WITHDRAWALS:

[\$500.00] minimum amount.

Remaining Participant Account Value required after the withdrawal is [\$2,000], unless Purchase Payments for a Participant have been received within the past [12] months.

WITHDRAWAL CHARGE: [\$25.00] for each withdrawal after the first withdrawal in a Certificate Year.

PREMIUM TAXES: [0.00%]

SEPARATE ACCOUNT: SYMETRA SEPARATE ACCOUNT C

INVESTMENT OPTIONS:

[Symetra Fixed Account]

[AIM V.I. Mid Cap Core Equity Fund (Series II shares)]

[American Century VP Inflation Protection Class II Fund]

[American Century VP International Class II Fund]

[BlackRock Global Allocation V.I. Fund, Class III]

[BlackRock Global Growth V.I. Fund, Class III]

[BlackRock Large Cap Value V.I. Fund, Class III]

[Calvert Social Balanced Portfolio]

[Calvert Social Equity Portfolio]

[Calvert Social Mid-Cap Growth Portfolio]

[Columbia Mid Cap Value Fund, Variable Series Class B Shares]

[Columbia Mid-Cap Growth Fund, Variable Series Class B Shares]

[Columbia Small Company Growth Fund, Variable Series Class B Shares]

[Columbia Small Cap Value Fund, Variable Series Class B Shares]

[DWS Capital Growth VIP – Class B Shares]

[Fidelity VIP Contrafund® Portfolio – Service Class 2]

[Fidelity VIP Freedom 2010 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2015 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2020 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2025 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2030 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2035 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2040 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2045 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2050 Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Money Market Portfolio – Service Class 2]

[Franklin Flex Cap Growth Securities Fund – Class 2]

[Franklin Income Securities Fund – Class 2]

[Franklin Small Cap Value Securities Fund – Class 2]

[Franklin Small-Mid Cap Growth Securities Fund – Class 2]

[Franklin U.S. Government Fund – Class 2]

[Franklin Templeton VIP Founding Funds Allocation Fund – Class 2]

[Mutual Shares Securities Fund – Class 2]

[Templeton Developing Markets Securities Fund – Class 2]

[Templeton Global Bond Securities Fund – Class 2]

[Templeton Growth Securities Fund – Class 2]

[Goldman Sachs VIT Government Income Fund – Service Shares]

[Neuberger Berman AMT Guardian Portfolio – Class S]

[Neuberger Berman AMT Regency Portfolio – Class S]

[Neuberger Berman AMT Mid Cap Growth Portfolio]

[PIMCO All Asset Portfolio – Advisor Class Shares]

[PIMCO Total Return Portfolio – Advisor Class Shares]

[Vanguard VIF – Balanced Portfolio]

[Vanguard VIF – High Yield Bond Portfolio]

[Vanguard VIF – International Portfolio]

[Vanguard VIF – Mid-Cap Index Portfolio]

[Vanguard VIF – REIT Index Portfolio]

[Vanguard VIF – Total Bond Market Index Portfolio]

[Vanguard VIF – Total Stock Market Index Portfolio]

[Retail Funds available to the general public outside of variable annuity and variable life insurance contracts:]

[American Funds AMCAP Fund]

[American Funds American Balanced Fund]

[American Funds American High-Income Trust Fund]

[American Funds Capital World Bond Fund]

[American Funds EuroPacific Growth Fund]

[American Funds The Growth Fund of America]

[American Funds The Investment Company of America]

[American Funds New Perspective Fund]

[American Funds Washington Mutual Investors Fund]

[DWS Dreman Small Cap Value Fund – Class A Shares]

[Neuberger Berman Genesis Fund – Advisor Class]

ANNUITY SERVICE OFFICE:

Home Office:

Symetra Life Insurance Company

Retirement Services

[777 108th Avenue NE Suite 1200]

[Bellevue, Washington 98004]

Telephone: [1-800-796-3872 x22299]

Mailing Address:

Symetra Life Insurance Company

Retirement Services

[PO Box 3882

[Seattle, Washington 98124]

Fax: [1-866-532-1359]

CERTIFICATE SCHEDULE PAGE

PRODUCT NAME: Symetra [Retirement Passport] Group Variable Annuity

PARTICIPANT: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

AGE AT ISSUE: [52]

CONTRACTHOLDER: [City Hall]
[Box 1234]
[Any Place, Washington 99876]

PLAN: [City Hall 403b Plan]

CONTRACT NUMBER: [000000000]

CONTRACT DELIVERED IN: [Any State]

CERTIFICATE DATE: [03/01/2005]

MAXIMUM PARTICIPANT ISSUE AGE: [85] The Certificate Date must be prior to the Participant's [86th] birthday.

MAXIMUM ANNUITIZATION AGE: [95] Annuity payments must begin prior to the Participant's [96th] birthday.

MINIMUM PURCHASE PAYMENT: [\$30.00]

MINIMUM SUBSEQUENT PURCHASE PAYMENT: [\$30.00]

MINIMUM GUARANTEED INTEREST RATE: 1.50% This is an annual effective interest rate.

ANNUAL ADMINISTRATION MAINTENANCE CHARGE: [\$30.00] each Certificate Year. The charge will not be deducted if the Participant Account Value is [\$50,000] or more when the charge is to be deducted.

DAILY CHARGES:

Mortality and Expense Risk Charge Equal on an annual basis to [1.25%] of the average daily net assets of each Sub-Account.

[Sub-Account Fund Facilitation Fee [.25%]. This is deducted if you are invested in any of the [Vanguard Variable Insurance Fund] Portfolios.
[.10%]. This is deducted if you are invested in any of the [Calvert Variable Insurance Fund] Portfolios.]

SURRENDER CHARGE SCHEDULE:

Years Elapsed Since Certificate Date	Surrender Charge As A Percentage of Amount Withdrawn
0	9% of amount withdrawn
1	8% of amount withdrawn
2	7% of amount withdrawn
3	6% of amount withdrawn
4	5% of amount withdrawn
5	4% of amount withdrawn
6	3% of amount withdrawn
7	2% of amount withdrawn
8	1% of amount withdrawn
9+	0% of amount withdrawn

[We will not deduct the surrender charge for the following:

- if the total amount withdrawn during the Certificate Year does not exceed 10% of the Participant Account Value;
- payments made under an annuity option;
- the death of a Participant;
- the disability of a Participant, as defined by the Plan;
- the retirement of a Participant in accordance with the Plan;
- a separation of service with the employer;
- payments of required minimum distributions to a Participant under Internal Revenue Code Section 401(a)(9) or other applicable section of the Internal Revenue Code requiring minimum distributions;
- withdrawals when the Participant Account has been in effect for at least 5 years and the Participant has attained age 59½;
- return of excess deferrals, excess contributions, or excess aggregate contributions as certified by the Plan;
- the annual administration maintenance charge, withdrawal charge, transfer charge or premium taxes;
- repetitive withdrawals, if the withdrawals are equal or substantially equal and are expected to deplete the Participant Account Value over the Participant's life expectancy or the joint life expectancy of the Participant and Beneficiary; or
- to make a payment pursuant to a qualified domestic relations order.]

TRANSFERS:

[\$50.00] minimum amount to transfer into any Investment Option.

[\$500.00] minimum amount to transfer out of an Investment Option at one time, or the entire amount in an Investment Option, if the remaining balance will be less than [\$500.00].

[20%] allowed to be transferred out of the Fixed Account, per Certificate Year. After a transfer from the Fixed Account, the Participant may not make a transfer back into the Fixed Account for 180 days, unless such transfer is part of a Symetra approved Investment Options rebalancing program.

TRANSFER CHARGE:

[12] transfers free of charge, each Certificate Year. Thereafter, [\$10] or [2%] of the amount transferred, whichever is less.

WITHDRAWALS:

[\$500.00] minimum amount.

Remaining Participant Account Value required after the withdrawal is [\$2,000], unless Purchase Payments for a Participant have been received within the past [12] months.

WITHDRAWAL CHARGE:

[\$25.00] for each withdrawal after the first withdrawal in a Certificate Year.

PREMIUM TAXES:

[0.00%]

SEPARATE ACCOUNT:**SYMETRA SEPARATE ACCOUNT C****INVESTMENT OPTIONS:**

[Symetra Fixed Account]

[AIM V.I. Mid Cap Core Equity Fund (Series II shares)]

[American Century VP Inflation Protection Class II Fund]

[American Century VP International Class II Fund]

[BlackRock Global Allocation V.I. Fund, Class III]

[BlackRock Global Growth V.I. Fund, Class III]

[BlackRock Large Cap Value V.I. Fund, Class III]

[Calvert Social Balanced Portfolio]

[Calvert Social Equity Portfolio]

[Calvert Social Mid-Cap Growth Portfolio]

[Columbia Mid Cap Value Fund, Variable Series Class B Shares]

[Columbia Mid-Cap Growth Fund, Variable Series Class B Shares]

[Columbia Small Company Growth Fund, Variable Series Class B Shares]

[Columbia Small Cap Value Fund, Variable Series Class B Shares]

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[Fidelity VIP Freedom 2015 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2020 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2025 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2030 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2035 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2040 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2045 Portfolio – Service Class 2]

[Fidelity VIP Freedom 2050 Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Freedom Income Portfolio – Service Class 2]

[Fidelity VIP Money Market Portfolio – Service Class 2]

[Franklin Flex Cap Growth Securities Fund – Class 2]

[Franklin Income Securities Fund – Class 2]

[Franklin Small Cap Value Securities Fund – Class 2]

[Franklin Small-Mid Cap Growth Securities Fund – Class 2]

[Franklin U.S. Government Fund – Class 2]

[Franklin Templeton VIP Founding Funds Allocation Fund – Class 2]

[Goldman Sachs VIT Government Income Fund – Service Shares]

[Mutual Shares Securities Fund – Class 2]

[Templeton Developing Markets Securities Fund – Class 2]

[Templeton Global Bond Securities Fund – Class 2]

[Templeton Growth Securities Fund – Class 2]

[Neuberger Berman AMT Guardian Portfolio – Class S]

[Neuberger Berman AMT Regency Portfolio – Class S]

[Neuberger Berman AMT Mid Cap Growth Portfolio]

[Neuberger Berman AMT Guardian Portfolio – Class S]

[Neuberger Berman AMT Regency Portfolio – Class S]

[Neuberger Berman AMT Mid Cap Growth Portfolio – Class S]

[Franklin Flex Cap Growth Securities Fund – Class 2]

[Franklin Income Securities Fund – Class 2]

[PIMCO All Asset Portfolio – Advisor Class Shares]

[PIMCO Total Return Portfolio – Advisor Class Shares]

[Vanguard VIF – Balanced Portfolio]

[Vanguard VIF – High Yield Bond Portfolio]

[Vanguard VIF – International Portfolio]

[Vanguard VIF – Mid-Cap Index Portfolio]

[Vanguard VIF – REIT Index Portfolio]

[Vanguard VIF – Total Bond Market Index Portfolio]

[Vanguard VIF – Total Stock Market Index Portfolio]

[Retail Funds available to the general public outside of variable annuity and variable life insurance contracts:]

[American Funds AMCAP Fund]

[American Funds American Balanced Fund]

[American Funds American High-Income Trust Fund]

[American Funds Capital World Bond Fund]

[American Funds EuroPacific Growth Fund]

[American Funds The Growth Fund of America]

[American Funds The Investment Company of America]

[American Funds New Perspective Fund]

[American Funds Washington Mutual Investors Fund]

[DWS Dreman Small Cap Value Fund – Class A Shares]

[Neuberger Berman Genesis Fund – Advisor Class]

ANNUITY SERVICE OFFICE:**Home Office:**

Symetra Life Insurance Company

Retirement Services

[777 108th Avenue NE Suite 1200]

[Bellevue, Washington 98004]

Telephone: [1-800-796-3872 x22299]**Mailing Address:**

Symetra Life Insurance Company

Retirement Services

[PO Box 3882]

[Seattle, Washington 98124]

Fax: [1-866-532-1359]

SYMETRA [RETIREMENT PASSPORT] GROUP VARIABLE ANNUITY

Contractholder Application is made to Symetra Life Insurance Company, Bellevue, Washington, for a Symetra [Retirement Passport] Group Variable Annuity Contract providing variable annuities for the employees of:

Legal Name _____

Address _____

City _____

State _____

Zip _____

Plan Information

New Symetra plan Existing Symetra group plan number _____

Plan Type

Non-ERISA 403(b) ERISA 403(b) 457 Governmental 457 Non-Governmental 457(f)

Type of Organization

Public Educational Institution State or Local Government Other _____

Non-Profit Organization

501(c)(3) – Attached IRS determination letter

Church or Church Affiliate

Other _____

Tax Identification Number (TIN) _____

By signing below, the Contractholder authorizes Symetra to provide the following services for participants at their request and authorization:

Change of beneficiary

Transfer from one investment option to another

Change of address

Change of servicing agent

Change of investment selection

Required Minimum Distribution requests

Suitability of a Variable Annuity

Do you understand benefits and contract values that are based on the investment experience of a separate account cannot be predicted or guaranteed as to dollar amounts? Do you understand variable annuity contracts should be purchased for long-term retirement purposes? Yes No

Is this Contract in accord with the objectives and anticipated financial needs of the Plan for which it is being purchased? Yes No

Contractholder Statements and Certification

(Please read and sign)

1. **Have you received a current prospectus?** Yes No

2. Would you like to receive a copy of the Statement of Additional Information (SAI)? Yes No

3. Do you have any existing group life insurance policies or group annuity contracts with this or any other company? Yes No

4. Will the annuity applied for here replace any group annuity or group life insurance from this or any other company? Yes No *If yes, please provide the company name and policy number.*

Company Name _____

Group Policy Number _____

5. I declare that the statements and answers on this application are full, complete, and true, to the best of my knowledge and belief, and shall form a part of the annuity contract issued hereon.

Signature of Contractholder _____

Date _____

Signed in the City and State of _____

SYMETRA [RETIREMENT PASSPORT] GROUP VARIABLE ANNUITY (continued)

**Agency /
Registered
Representative
Statements**

1. Does the Contractholder have any existing group life insurance policies or group annuity contracts with this or any other company? Yes No
2. Will the annuity applied for here replace any group annuity or group life insurance from this or any other company? Yes No If yes, I have attached the required state replacement forms, if applicable.
3. Registered Representative's explanation of how this Contract will serve the Contractholder's needs:

4. Mail Contract directly to Contractholder Registered Representative for delivery to Contractholder.
5. I hereby certify that the answers to the questions above are true to the best of my knowledge and belief.

Signature of Registered Representative	Date	Registered Representative Stat #
Print Registered Representative Name and Agency Name		Location/State ID #

Address

City	State	Zip	Telephone
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Signature of Registered Representative	Date	Registered Representative Stat #
Print Registered Representative Name and Agency Name		Location/State ID #

Address

City	State	Zip	Telephone
------	-------	-----	-----------

**Fraud
Warning /
Disclosures**

For Residents of Other States not listed below: Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

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.

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.

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.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application of 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.

Maine: 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 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.

Multi-State [California, Florida, Georgia, Louisiana, Nevada, Texas and Washington D.C.]:

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

Residents of other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application of 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, and may subject the person to civil 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.

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.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties.

Tennessee, Virginia, 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 include imprisonment, fines and denial of insurance benefits.

ENROLLMENT APPLICATION

403(b) and 457

Product Information	Symetra [Retirement Passport] Group Variable Annuity	
	Initial Purchase Payment \$ _____ (Minimum \$30 per Purchase Payment)	
	<input type="checkbox"/> Contributory 403(b)	<input type="checkbox"/> Contributory 457]
	<input type="checkbox"/> Transfer of Assets into a 403(b)*	<input type="checkbox"/> Transfer of Assets into a 457**]
	* Must complete and submit form RGRP-0050	
	** Must complete and submit form LP-1185	

Employer Information	Employer's Name	
	Address (number and street, city, state, zip)	Telephone

Employee Information <i>(The maximum issue age is 85.)</i>	Employee's Name (first, middle initial, last)			Sex <input type="checkbox"/> M <input type="checkbox"/> F
	Address (number and street, city, state, zip)			
	SSN/TIN	Date of Birth	Telephone	E-Mail Address

Beneficiaries I am: Single Married

(The percentages must total 100% for all primary beneficiaries and 100% for all contingent beneficiaries.)

If you are married and your plan is subject to the Employee Retirement Income Security Act (ERISA) (i.e., your employer is not a government unit or church and makes contributions to your account), and you do not designate that your spouse receive an amount equal to at least 50% (or a higher percentage, if so provided under your employer's plan) of your vested account balance in the form of a preretirement survivor annuity, then your spouse must sign the Spousal Consent portion of this form in the presence of a notary public or a representative of the plan. Please check with your employer about the spousal consent and any additional beneficiary requirements specific to your plan. If you are married and you do not designate your spouse as your primary beneficiary for at least 50% of your account balance (as described above), this beneficiary designation becomes null and void on (a) the first day of the plan year in which you reach age 35 or (b) the date of separation from service, whichever comes first, and your spouse must complete a new spousal consent on the Beneficiary Designation Form.

PRIMARY

Name (first, middle initial, last)	Percentage	Sex <input type="checkbox"/> M <input type="checkbox"/> F	
Address (number and street, city, state, zip)			
SSN	Date of Birth	Telephone	Relationship

PRIMARY CONTINGENT

Name (first, middle initial, last)	Percentage	Sex <input type="checkbox"/> M <input type="checkbox"/> F	
Address (number and street, city, state, zip)			
SSN	Date of Birth	Telephone	Relationship

PRIMARY CONTINGENT

Name (first, middle initial, last)	Percentage	Sex <input type="checkbox"/> M <input type="checkbox"/> F	
Address (number and street, city, state, zip)			
SSN	Date of Birth	Telephone	Relationship

For additional beneficiaries, attach a separate signed and dated sheet and check here .

Beneficiaries SPOUSAL CONSENT

(continued)

I hereby consent to the designation of the beneficiary(ies) listed above. I understand that (1) the effect of this designation is to cause some or all of my spouse's death benefit to be paid to someone other than me; (2) such beneficiary designation is not valid unless I consent to it; and (3) my consent is irrevocable unless my spouse revokes the beneficiary designation. I acknowledge that if my spouse is currently under 35 years of age, this beneficiary designation becomes ineffective on (a) the first day of the plan year in which he/she reaches age 35 or (b) the date of separation from service, whichever comes first, and that I must complete a new spousal consent in order for such beneficiary designation to become effective.

Signature of Spouse

Date

Notary

STATE OF _____)

) ss.

County of _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, proven to me or personally known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Print Name: _____

NOTARY PUBLIC in and for State of , _____

Residing at: _____

My commission expires: _____

403(b) and 457 ENROLLMENT APPLICATION (continued)

Purchase Payments

Purchase Payments to the Symetra Life Fixed Account will be allocated immediately upon receipt. Purchase Payments to the variable Portfolios may initially be allocated to the [Fidelity VIP Money Market Portfolio – Service Class 2] as described in the Certificate and then will be allocated according to the investment instructions, unless the Certificate has been cancelled.

Investment Instructions

Please indicate your investment instructions below. You can only use whole percentages and the total percentage must equal 100%.

Initial and Subsequent Purchase Payment	Investment Options
%	[Symetra Life Fixed Account]
%	[AIM V.I. Mid Cap Core Equity Fund (Series II Shares)]
%	[American Century VP Inflation Protection Class II Fund]
%	[American Century VP International Class II Fund]
%	[BlackRock Global Allocation V.I. Fund, Class III]
%	[BlackRock Global Growth V.I. Fund, Class III]
%	[BlackRock Large Cap Value V.I. Fund, Class III]
%	[Calvert Social Balanced Portfolio]
%	[Calvert Social Equity Portfolio]
%	[Calvert Social Mid-Cap Growth Portfolio]
%	[Columbia Mid Cap Value Fund, Variable Series Class B Shares]
%	[Columbia Mid-Cap Growth Fund, Variable Series Class B Shares]
%	[Columbia Small Company Growth Fund, Variable Series Class B Shares]
%	[Columbia Small Cap Value Fund, Variable Series Class B Shares]
%	[DWS Capital Growth VIP – Class B Shares]
%	[Fidelity VIP Contrafund® Portfolio – Initial Class]
%	[Fidelity VIP Freedom 2010 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2015 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2020 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2025 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2030 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2035 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2040 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2045 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom 2050 Portfolio – Service Class 2]
%	[Fidelity VIP Freedom Income Portfolio – Service Class 2]
%	[Fidelity VIP Money Market Portfolio – Service Class 2]
%	[Franklin Flex Cap Growth Securities Fund – Class 2]
%	[Franklin Income Securities Fund – Class 2]
%	[Franklin Small Cap Value Securities Fund – Class 2]
%	[Franklin Small-Mid Cap Growth Securities Fund – Class 2]
%	[Franklin Templeton VIP Founding Funds Allocation Fund – Class 2]
%	[Franklin U.S. Government Fund – Class 2]
%	[Mutual Shares Securities Fund – Class 2]
%	[Templeton Developing Markets Securities Fund – Class 2]
%	[Templeton Global Bond Securities Fund – Class 2]
%	[Templeton Growth Securities Fund – Class 2]
%	[Goldman Sachs VIT Government Income Fund – Service Shares]
%	[Neuberger Berman AMT Guardian Portfolio – Class S]
%	[Neuberger Berman AMT Mid Cap Growth Portfolio – Class S]
%	[Neuberger Berman AMT Regency Portfolio – Class S]
%	[PIMCO All Asset Portfolio – Advisor Class Shares]

403(b) and 457 ENROLLMENT APPLICATION (continued)

Investment Instructions (cont.)	Initial and Subsequent Purchase Payment	Investment Options
	%	[PIMCO Total Return Portfolio – Advisor Class Shares]
	%	[Vanguard VIF – Balanced Portfolio]
	%	[Vanguard VIF – High Yield Bond Portfolio]
	%	[Vanguard VIF – International Portfolio]
	%	[Vanguard VIF – Mid-Cap Index Portfolio]
	%	[Vanguard VIF – REIT Index Portfolio]
	%	[Vanguard VIF – Total Bond Market Index Portfolio]
	%	[Vanguard VIF – Total Stock Market Index Portfolio]

[Retail Funds available to the general public outside of variable annuity and variable life insurance contracts:

Initial and Subsequent Purchase Payment	Investment Options
%	[American Funds AMCAP Fund]
%	[American Funds American Balanced Fund]
%	[American Funds American High Income Trust Fund]
%	[American Funds Capital World Bond Fund]
%	[American Funds EuroPacific Growth Fund]
%	[American Funds The Growth Fund of America]
%	[American Funds The Invest Company of America]
%	[American Funds New Perspective]
%	[American Funds Washington Mutual Investors Fund]
%	[DWS Dreman Small Cap Value – Class A Shares]
%	[Neuberger Berman Genesis Fund – Advisor Class]

Telephone Transfer Authorization

I hereby authorize Symetra to accept and act on telephone instructions from me or any person(s) listed below regarding the transfer of funds between investment options of my variable annuity certificate. This authorization will remain in effect until Symetra receives written revocation from me.

Symetra will employ reasonable procedures to confirm that instructions communicated by telephone are genuine. Symetra reserves the right to refuse telephone instructions from any caller when unable to confirm to Symetra’s satisfaction that the caller is authorized to give those instructions.

To transfer by telephone, call Symetra at 1-800-SYMETRA (1-800-796-3872). All telephone transfer calls will be recorded. You or your authorized third party will be required to provide the identification information listed below. Written confirmation of transfer transaction(s) will be mailed to you.

Unless otherwise indicated, this form does not permit anyone else to exercise discretionary authority to effect transactions on your behalf without obtaining your prior authorization.

Full Name of Authorized Third Party

Identification Information (example: mother’s maiden name)

Electronic Delivery

Symetra provides prospectus updates, semiannual reports, and annual reports to consenting Employees electronically. If you would like to receive these documents in electronic format, please complete this section. You may incur costs when accessing these documents over the Internet, such as Internet Service Provider fees and charges for on-line time (including any time you may spend downloading the necessary software we have provided). By choosing to receive e-mail notification when documents are available on the Internet, you accept the responsibility to provide us with a current e-mail address. If your e-mail address changes, please provide us with your new e-mail address as soon as possible. If your e-mail address proves to be invalid, your e-mail enrollment will be cancelled and we will mail you printed copies of the documents.

This consent will be in effect until you revoke it. You may revoke it any time by calling 1-800-SYMETRA (1-800-796-3872). If you consent to electronic delivery, at any time you also may request that we send you a paper copy.

I would like to receive prospectus updates and financial reports over the Internet by accessing Symetra’s Web site, www.symetra.com. I understand that I will receive notice that the documents are available on the Web site by an e-mail message sent to me.

403(b) and 457 ENROLLMENT APPLICATION (continued)

Employee Statements and Certification

(Please read and complete.)

1. **Have you received a current prospectus?** Yes No
2. Would you like to receive a copy of the Statement of Additional Information (SAI)? Yes No
3. Do you have any existing life insurance policies or annuity contracts with this or any other company?
 Yes No
4. Will the annuity applied for here replace any annuity or life insurance from this or any other company?
 Yes No *If yes, please provide the company name and policy number.*

Company Name	Policy Number
--------------	---------------

5. I declare that the statements and answers on this enrollment application are full, complete, and true, to the best of my knowledge and belief. I understand and agree that any fees or taxes will be deducted from my purchase payments or certificate value, as applicable. My employer has informed me of the rules applicable to the Section 403b/457 Plan it sponsors.
6. I acknowledge that my right to make withdrawals or surrenders is subject to any restrictions imposed by applicable law or retirement plans. Specifically, there are certain restrictions imposed on withdrawals of contracts used as funding vehicles for 403(b) retirement plans (“TSAs”). Withdrawals attributable to salary reduction contributions to TSAs for years after 1988 and any earnings accrued after 1988, cannot be taken out unless:
 - you attain age 59½;
 - you leave your job;
 - you die or become disabled as defined by the Code;
 - you experience a qualifying hardship (applies to contributions only); or
 - you divorce and a distribution to your former spouse is permitted under a Qualified Domestic Relations Order.

I also acknowledge that I understand that there are other investment alternatives available to me under the employer's Section 403(b) arrangement to which I may elect to transfer my contract value.

7. I understand the following restrictions and provisions:
 - Deferrals may not exceed the maximum deferral limit established by the IRS and must be reduced by elective deferrals to other plans.
 - Required Minimum Distributions will be sent to me the later of attainment of age 70½ or when I retire.

Under penalties of perjury, I certify that the Social Security Number or Tax Identification Number listed on this application is correct and that I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding or the IRS has notified me that I am no longer subject to backup withholding.

Signature of Employee	Signed in the City and State of	Date
Signature of Plan Administrator or Trustee	Signed in the City and State of	Date

Agency / Agent Statements

1. Does the Employee have any existing life insurance policies or annuity contracts with this or any other company? Yes No
2. Will the annuity applied for here replace any annuity or life insurance from this or any other company?
 Yes No *If yes, I have attached the required state replacement forms, if applicable.*
3. Mail Contract directly to Employee Agent’s Office for delivery to Employee
4. I hereby certify that the answers to the questions above are true to the best of my knowledge and belief.

Signature of Agent	Date	Agent Stat #
Print Agent Name and Agency Name		Location/State ID #
Address		
City	State	Zip
		Telephone

**Fraud
Warning /
Disclosures**

For Residents of Other States not listed below: Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

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.

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.

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.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application of 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.

Maine: 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, and denial of insurance benefits.

Maryland: 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.

Multi-State [California, Florida, Georgia, Louisiana, Nevada, Texas and Washington D.C.]:

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

Residents of other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application of 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 and subjects the person to civil 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.

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.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties.

Tennessee, Virginia, 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 include imprisonment, fines, and denial of insurance benefits.

TAX-SHELTERED ANNUITY ENDORSEMENT

The annuity contract or the certificate under a group annuity contract (collectively, the “Contract”) to which this Endorsement is attached is amended as specified below to qualify as a tax-sheltered annuity contract described in section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”), and the Income Tax Regulations thereunder. The Contract includes a designated Roth account within the meaning of Code section 402A(b), into which any designated Roth contribution within the meaning of section 402A(c)(1) and any rollover contribution described in Code section 402A(c)(3) will be allocated. All the provisions of the Contract and this Endorsement shall be interpreted in accordance with Code section 403(b) and the Income Tax Regulations thereunder, Code section 402A, and, if applicable, the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control. Any references to “premium” hereinafter mean “purchase payment” if that term is used in the Contract to which this Endorsement is attached.

I. The Plan, Contractholder, and Participant

As used in this Endorsement, the term “Plan” refers to the plan under Code section 403(b) that is maintained by the Contractholder and pursuant to which the Contract is issued or, if applicable, the agreement between the Contractholder and Symetra Life Insurance Company (the “Company”) to provide each other with information described in section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term “Contractholder” refers to the employer described in Code section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Contract is issued. The term “Participant” refers to an employee or former employee of the Contractholder for whose benefit the Contractholder maintains the Plan, and for whose benefit the Contract is issued under the Plan.

II. Owner and Annuitant

Except as otherwise provided under applicable federal tax law, (1) the annuitant must be the Participant, (2) the owner must be the Contractholder, (3) the owner and the annuitant may not be changed, and (4) a joint owner may not be named.

III. Contributions

A. In General

Contributions shall not exceed the limits of Code section 415. The Company will not accept any contributions in excess of this limit and does not intend to separately account for any such excess contributions or amounts attributable to any such excess contributions.

If the Plan includes a qualified Roth contribution program within the meaning of Code section 402A, a Participant may elect to make designated Roth contributions in lieu of all or a portion of elective deferrals the Participant is otherwise eligible to make under the Plan. The amount of elective deferrals which a Participant may designate as Roth contributions may not exceed the amount described in Code section 402A(c)(2). Unless specifically stated otherwise, a designated Roth contribution will be treated as an elective deferral within the meaning of Code section 402(g)(3)(C) for all purposes under the Plan.

B. Flexible Premium Contract

If flexible premiums are permitted under the Contract, a premium to the Contract must be made:

1. as a contribution by the Contractholder on behalf of the Participant,

2. as an exchange or plan-to-plan transfer described in section VI of this Endorsement, or
3. as a rollover permitted under Code sections 402(c), 402(e)(6), 402A(c), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

To the extent permitted by the Plan, the Code, and the Income Tax Regulations, a contribution to the Contract may include a designated Roth contribution, and a direct rollover contribution under Code section 402A(c) of a payment or distribution from a designated Roth account under an applicable retirement plan described in Code section 402A(e)(1). Such contributions will be accepted only if they are contributed to the designated Roth account under the Contract.

Except as otherwise permitted by Code section 414(u), Code section 414(v), or other provisions of the federal tax law, contributions made pursuant to a salary reduction agreement shall not exceed the limits set forth in Code section 402(g). If contributions exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Participant as permitted by applicable federal tax law.

C. Minimum Premiums

If a minimum premium amount is required under the Contract, the Company will reduce this minimum premium amount if necessary to comply with Code section 403(b)(12).

IV. Non-transferable and Non-forfeitable

The Contract is established for the benefit of the Participant and his or her beneficiaries. The interest of the Participant in the Contract is non-transferable and, except as provided by applicable law, is non-forfeitable. In particular, except as otherwise provided under applicable law, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in Code section 414(p) (a "QDRO").

V. Distribution Restrictions

A. In General

Except as otherwise provided under federal tax law, a distribution from the Contract shall be made only in accordance with the requirements of Code section 403(b), the Income Tax Regulations, the Plan, and, if applicable, section 205 of ERISA. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

B. Elective Deferrals

As required by Code section 403(b)(11) and Code section 403(b)(7) and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Contract earlier than the earliest of the date on which the Participant (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of Code section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Participant's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the Participant from the Contract. As used in this Endorsement, the term "Elective Deferrals" means contributions to the Contract made after December 31, 1988, pursuant to a salary reduction agreement, earnings on such contributions, and earnings on any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Endorsement, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under Code section 403(b)(7) or Code section 403(b)(11). Unless otherwise indicated, Elective Deferrals include designated Roth contributions within the meaning of Code section 402A(c)(1).

C. Contractholder Annuity Contributions

If the Contract is issued on or after January 1, 2009, a distribution of Contractholder Annuity Contributions may be made from the Contract no earlier than upon the earlier of the Participant's

severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided under the Plan. As used in this Endorsement, the term "Contractholder Annuity Contributions" means amounts attributable to contributions made to an annuity Contract under Code section 403(b)(1) that are not made pursuant to a salary reduction agreement. Contractholder Annuity Contributions do not include after-tax Participant contributions or earnings thereon. Contractholder Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section VI of this Endorsement that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.

D. Contractholder Custodial Account Contributions

A distribution permitted under the Plan, if applicable, of Contractholder Custodial Account Contributions may not be paid from the Contract before the Participant (1) has a severance from employment, (2) dies, (3) becomes disabled (within the meaning of Code section 72(m)(7)), or (4) attains age 59½. As used in this Endorsement, the term "Contractholder Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Endorsement, that (1) are not made pursuant to a salary reduction agreement, (2) are not Contractholder Annuity Contributions, and (3) are subject to the distribution restrictions under Code section 403(b)(7).

E. Separate Accounting

If the Contract includes both Elective Deferrals and other contributions, and the Elective Deferrals are not maintained in a separate account, then in accordance with section 1.403(b)-6(d)(3) of the Income Tax Regulations, distributions may not be made earlier than the later of:

1. any date permitted under subsection B of this section V of the Endorsement, and
2. any date permitted under subsections C or D of this section V of the Endorsement (whichever applies to the contributions that are not Elective Deferrals).

Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.

However, a designated Roth account is a separate account established for the designated Roth contributions of a Participant and any earnings properly allocable to the contributions, and separate recordkeeping is maintained with respect to the designated Roth account, as required under Code section 402A(b)(2).

F. Exchanges and Transfers

Amounts exchanged or transferred to the Contract pursuant to section VI of this Endorsement, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the Contract being exchanged or under the transferor plan, whichever is applicable, in accordance with section 1.403(b)-10(b)(2) of the Income Tax Regulations.

G. Exceptions

1. Notwithstanding any other provision in this section V of the Endorsement, distributions are permitted to be made from the Contract to the extent (a) described in sections III and VI of this Endorsement, (b) required by a QDRO, (c) described in Code section 72(t)(2)(G), (d) permitted by Code section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
2. If the Contractholder informs the Company that the Plan has been terminated in accordance with section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Contractholder with regard to how the Contract or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of Code section 403(b) and the Income Tax Regulations thereunder.
3. To the extent that the Company separately accounts for contributions to the Contract that are eligible rollover distributions as described in sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section V of this Endorsement. The Company is not obligated to separately account for any such amounts.

VI. Exchanges and Plan-to-Plan Transfers

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Contract will be allowed to the extent permitted under federal tax law.

VII. Loans and Hardship Distributions

A. In General

Except as otherwise provided under section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain Contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain Contracts issued before January 1, 2009, a loan and a distribution in the case of hardship that is permitted under section V of this Endorsement may be made under the Contract only if permitted under the Plan.

B. Hardship Distributions

A distribution in the case of hardship that is permitted under section V of this Endorsement may be made under the Contract.

C. Loans

If permitted by the Plan and approved by the Plan administrator, while the Contract is in force, loans may be made under the Contract, at the Company's sole discretion, subject to the requirements and limitations imposed by the Plan, Code section 72(p), Code section 403(b), the loan agreement and the Company.

1. Definitions

Loan Account: The sum of the loan principal and accrued loan interest credited at 3.0%, minus any loan payments made.

Loan Amount: The sum of the loan principal and accrued loan interest charged at 5.5%, minus any loan payments made.

The definition of **Surrender Value** in the Contract will be changed to the following:

Surrender Value: The Participant Account Value minus any applicable surrender charge, withdrawal charge, outstanding Loan Amount, annual loan maintenance charge, and annual administration maintenance charge.

2. Availability

Prior to annuitization, and upon approval of the loan application, the Participant may borrow funds from the Company. If a loan is approved, the Participant grants the Company a security interest in the Participant Account Value to secure repayment of the loan. The Fixed Account balance required as collateral must be at least 175% of the outstanding Loan Amount at all times. If the balance in the Fixed Account is less than the required minimum collateral balance, the Company will transfer money from the Sub-Accounts, as selected by the Participant on the loan application, to the Fixed Account to reach the required minimum collateral balance. Any amount allocated to the Fixed Account as part of the required minimum collateral balance for a loan will not be included for purposes of applying transfer and withdrawal restrictions. Withdrawals and transfers from the Fixed Account are not allowed to the extent they would cause the value in the Fixed Account to be less than the required minimum collateral balance.

If a loan is outstanding when annuity payments are requested, the outstanding Loan Amount must be repaid. The amount available to annuitize will be the Participant Account Value after the Loan Amount and any loan charges due have been paid.

The Company will subtract any outstanding Loan Amount and loan charges due from the death benefit before payment is made.

Any loan is subject to the terms of IRC Section 72(p) and the Income Tax Regulations thereunder.

Each Participant may only have one loan outstanding with the Company, at any time. In addition, the Company retains the right to defer payment of the loan for a period of 6 months after approving the loan application.

3. Minimum and Maximum Amounts

The minimum loan principal available is \$1,000. The maximum loan principal available is governed by IRC Section 72(p) and applicable regulations.

4. Loan Charges

An application charge, in the amount of \$50.00 or 2.5% of the Loan Amount, whichever is less, will be deducted for each loan approved by the Company.

An annual loan maintenance charge, in the amount of \$35.00 or 2.5% of the Loan Amount, whichever is less, will be deducted for each loan. The charge will be deducted on the anniversary of the loan issuance each year the loan is outstanding and when the loan is repaid in full. These charges will be deducted from the Sub-Account with the highest balance at the time the deduction is made. If the amount available in the Sub-Account with the highest balance is insufficient to cover the charge, the remaining charge will then be deducted from the Sub-Accounts in hierarchical order from highest balance to lowest balance until the charge is covered. If the amount available in the Sub-Accounts is insufficient to cover the charge, the full or remaining charge will be deducted from the Fixed Account balance.

Surrender charges will not be applied to any loan made, and applicable loan charges deducted, under the Contract.

5. Interest Rate

The Loan Amount will be charged an annual effective rate of 5.5%. The Loan Account will be credited an annual effective rate of 3.0%. These interest rates are fixed over the period of the loan and cannot be changed.

6. Loan Payments

A loan must be repaid within 5 years unless the loan is for the purchase of a principal residence. In any event, the term of a loan will not exceed 20 years and will not extend beyond the date the Participant reaches age 70½. The scheduled loan payment amount is determined by level amortization of the Loan Amount over the repayment period at the loan's rate of interest, and will be provided upon loan issuance. Loan payments must be made at least quarterly and may be made more rapidly, if desired. Payments made in addition to the regularly scheduled payments will be applied first to the interest accrued since the last payment and then to reduce principal. Payments made in addition to regularly scheduled payments will not change the amount of future loan payments, but may result in fewer payments.

If the Participant does not make a quarterly loan payment and is either over age 59½ or has pre-1989 funds sufficient to make the loan payment, the Company will withdraw the loan payment from the Participant Account Value and apply those funds toward payment of the loan. This withdrawal will occur 10 days after the missed quarterly payment date and will include 20% Federal Income Tax withholding, when applicable.

7. Default

If a loan payment is more than 90 days past due, the loan is in default. The outstanding Loan Amount will be reported as a distribution and will be taxable income for the year in which the default occurred, as permitted by law. The outstanding Loan Amount will continue to accrue interest until the Participant repays the loan or the Company forecloses on the Participant Account Value, in accordance with its security interest. The Company will not foreclose on the security interest to repay the defaulted loan until a distributable event within the meaning of IRC Section 403(b)(11) occurs.

Loan payments made on a defaulted loan will be considered after-tax contributions.

The Company may permit the suspension of loan payments, without default, during any part of a Participant's leave of absence for any active military service, even if it exceeds one year. Interest will continue to accrue on the loan at the rate stated above. At the end of the military leave, a loan may be adjusted to a 5 year loan if the previous term was less than 5 years. Loan payments must resume upon completion of military service and be made in substantially level installments.

8. Discontinuance of Loan Provision

We reserve the right, upon advance written notice of at least 30 days, to discontinue the loan provisions described in this Endorsement. Any such discontinuance will not apply to loans that are outstanding on the effective date of such discontinuance.

VIII. Required Minimum Distributions and Incidental Benefits

A. In General

Notwithstanding any provision in the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the requirements of Code sections 403(b)(10) and 401(a)(9), the Income Tax Regulations thereunder, and, if applicable, section 205 of ERISA. Distributions from and benefits under the Contract also must satisfy the requirements relating to incidental benefits under section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Prior to the date the Contract is annuitized, the entire interest of the Participant or beneficiary under the Contract is the dollar amount credited to the Participant or beneficiary under the Contract plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Participant or beneficiary) that will be provided under the Contract, in accordance with Q&A-12 of section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the Code, the minimum distribution required under Code sections 403(b)(10) and 401(a)(9) with respect to the Contract may be taken from any one or more of the Participant's Code section 403(b) Contracts under the Plan.

To the extent provided in Income Tax Regulations, a Contract that is part of a governmental plan (as defined in Code section 414(d)) shall, for all years to which Code section 401(a)(9) applies to the Contract, be treated as having complied with Code section 401(a)(9) if the Contract complies with a reasonable good faith interpretation of Code section 401(a)(9).

B. Required Beginning Date

The term "required beginning date" as used in this Endorsement means April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, (2) the calendar year in which the Participant retires, or (3) such later date provided by law. However, unless the Participant's interest in the Contract is on account of the Participant's participation in a governmental plan (as defined in Code section 414(d)) or church plan (as defined in Code section 401(a)(9)(C)), if the Participant is a 5-percent owner (as defined in Code section 416) of the Contractholder with respect to the Plan year ending in the calendar year in which the Participant attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Participant attains age 70½. In addition, if distributions commence to the Participant on a date before the Participant's required beginning date over a period permitted under section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of 1.401(a)(9)-6 of the Income Tax Regulations, the annuity starting date will be treated as the required beginning date for purposes of applying the rules of sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.

C. Distributions During Participant's Life

Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Participant, or the lives of the Participant and his or her designated beneficiary (within the meaning of the Code section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and his or her designated beneficiary, as

required by law. Payments must be made periodically at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with Q&A-13 of 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder.

D. Distributions After Participant's Death

Unless otherwise permitted under applicable federal tax law, if the Participant dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant's death.

Unless otherwise permitted under applicable federal tax law, if the Participant dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, except that:

1. if the interest is payable to an individual who is the Participant's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died; or
2. if the sole designated beneficiary is the Participant's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of:
 - a. December 31 of the calendar year immediately following the calendar year in which the Participant died, and
 - b. December 31 of the calendar year in which the Participant would have attained age 70½.

If the surviving spouse dies before distributions begin 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 by the end of the calendar year containing the fifth anniversary of the spouse's death.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Participant's death or the date distributions are required to begin pursuant to this subsection D.2 of the Endorsement. If no election is made, the entire interest will be distributed in accordance with the method of distribution in this subsection D.2 of the Endorsement.

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Participant died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

For purposes of this section of the Endorsement regarding distributions after the Participant's death, required distributions are considered to commence on the Participant's required beginning date or, if applicable, on the date distributions are required to begin to the Participant's surviving spouse. 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 1.401(a)(9)-6 of

the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, 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 the Participant's 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 following the calendar year of the Participant's death (or in the case of a surviving spouse who is the Participant's sole designated beneficiary and who dies before required distribution commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Contract are payable in accordance with an annuity option provided under the Contract, life expectancy shall not be recalculated.

E. Annuity Options

All annuity payments under the Contract must meet the requirements of Code section 403(b)(10) and Code section 401(a)(9) and the applicable Income Tax Regulations. The provisions of this Endorsement reflecting these requirements override any annuity payment option inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which any guaranteed payments are to be made must not exceed the period permitted under section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

IX. Direct Rollovers

Except as otherwise provided under applicable federal tax law, a distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This limitation allowing the distributee to elect a direct rollover of a portion of an eligible rollover distribution only if the amount rolled over is at least \$500 is applied by treating any amount distributed from the designated Roth account as a separate distribution from any amount distributed from other accounts, even if the amounts are distributed at the same time.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments made (not less frequently than annually) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code sections 403(b)(10) and 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Contractholder securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance. For this purpose, any distribution from a designated Roth account is not taken into account in determining whether distributions from other accounts are reasonably expected to total less than \$200 during a year.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Participant contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), respectively, or to a qualified defined contribution plan described in Code sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Contract, an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity Contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA under Code section 408A of such individual.

A distributee includes the Participant. In addition, the Participant's surviving spouse and the Participant's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

X. Coordination with the Plan

Except to the extent that the Contract is not subject to the written plan requirement under section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the Company greater than those set forth in the Contract. For example, any terms of the Contract permitting loans and distributions in the case of hardship do not apply if the Plan does not permit such loans or hardship distributions. In the event of a conflict between the terms of the Contract and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with Code section 403(b).

Federal law may require the Contractholder to share information with the Company that is necessary for the Company to administer the Contract in accordance with the terms of the Plan and the Code. In such case, the Company shall rely upon such information in administering the Contract in accordance with the terms of the Plan and the Code. If the Company does not receive such information from the Contractholder in the form and manner the Company deems acceptable, the Company will administer the Contract in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Contract before the Company receives the information it requires from the Contractholder.

Federal tax law also may require the Company to share information regarding the Contract with the Contractholder in order to ensure compliance with the terms of the Plan and the Code. The Company will share such information as required by federal tax law and any agreement between the Company and the Contractholder.

The Contractholder may identify a delegate to provide or receive the information described in this section X of the Endorsement.

XI. Miscellaneous provisions

A. Effective Date

The effective date of this Endorsement is the effective date of the Contract. However, if the Contract was issued prior to January 1, 2009, and another endorsement or rider designed to modify the Contract to qualify as an annuity Contract described in Code section 403(b) is attached to the Contract, this Endorsement replaces that other endorsement or rider, effective January 1, 2009.

B. Unisex Rates

The method of calculating contributions and benefits under the Contract are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Contract are deleted.

C. Automatic Rollovers

If the Plan provides for a mandatory distribution described in Code section 401(a)(31)(B)(ii), and such a mandatory distribution greater than \$1,000 is made on or after March 28, 2005, if the Participant does not properly elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan administrator. For purposes of determining whether a mandatory distribution is greater than \$1000, the portion of the participant's distribution attributable to any rollover contribution, including an eligible rollover distribution from a designated Roth account, is included.

In addition, eligible rollover distributions from a designated Roth account are taken into account in determining whether the total amount of the account balances exceeds \$1,000 for purposes of the mandatory distributions from the Contract.

D. Treatment as an Annuity Contract under Code Section 403(c)

If the Contract is not treated for federal tax purposes as an annuity Contract under Code section 403(b), the Contract will be treated as an annuity Contract described in Code section 403(c), the Contract and all endorsements and riders attached to the Contract will be interpreted in accordance with Code section 403(c), and the entire interest in the Contract will be distributed in accordance with the requirements of Code section 72(s).

E. Death Benefits under Qualified Active Military Service

To the extent required under Code sections 403(b)(14) and 401(a)(37), in the case of a Participant who dies while performing qualified military services (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

F. ERISA

If this Contract is being maintained pursuant to a plan that is subject to the requirements of Title I of ERISA, the Contractholder is solely responsible for assuring that the Plan complies at all times with such requirements, including assuring that all distributions, consents, and elections under the Contract comply with the requirements of section 205 of ERISA. The Company shall be under no duty to determine whether a plan constitutes a Participant benefit plan that is subject to Title I of ERISA and shall be fully entitled to rely on the Contractholder's or Plan administrator's representation of the Plan's ERISA status.

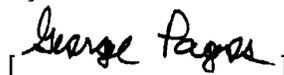
Elections and consents required by ERISA, including a change in beneficiary, may be revoked in the form, time, and manner prescribed in section 205 of ERISA and applicable regulations.

G. Misstatement of Age

The Company may require satisfactory proof of correct age at any time. If annuity payments are based on life or life expectancy and the age of any Annuitant has been misstated, annuity payments will be based on the corrected information. Underpayments will be made up in a lump sum with the next scheduled payment. Overpayments will be deducted from future payments until the total is repaid. We will not credit interest on underpayments or charge interest on overpayments.

All other terms and conditions of the Contract remain unchanged.

Symetra Life Insurance Company



[George Pagos]
[Secretary]

Symetra Group Variable Annuity

This is a legal Contract between the Contractholder and Symetra Life Insurance Company (referred to in this Contract as “Symetra”, “our”, “us”, and “we”). Symetra is a stock company with its Home Office in [Bellevue, Washington].

This Contract is issued in consideration of the application and payment of the initial Purchase Payment. Symetra will make annuity payments or pay death benefits, subject to the terms of this Contract. Symetra has executed and attests to this Contract as of the contract date at our Home Office in [Bellevue, Washington].

**FOR INFORMATION OR TO MAKE A COMPLAINT CALL:
[1-800-796-3872]**

Signed for Symetra Life Insurance Company by:



[George Pagos]
Secretary



[Randall H. Talbot]
President

Right to Examine the Contract: [New Sales:] If for any reason the Contractholder is not satisfied with the Contract, it may be returned within 10 days from the date it was received to Symetra or to the registered representative who sold the Contract. When we receive the Contract, we will refund the Contract Value. This may be more or less than the Purchase Payments.”]

[Replacement Sales:] “If for any reason the Contractholder is not satisfied with the Contract, the Contractholder may return it within 10 days from the date it was received to Symetra or to the registered representative who sold the Contract. When we receive the Contract, we will refund the Contract Value. We reserve the right to allocate all Purchase Payments designated for the various Portfolios to the [Fidelity VIP Money Market Portfolio – Service Class II] until the Contract is 15 days old.”]

ALLOCATED
GROUP FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY
NON-PARTICIPATING
CONTRACT

WHEN THE CONTRACT VALUE AND ANNUITY PAYMENTS ARE BASED ON THE INVESTMENT EXPERIENCE OF THE PORTFOLIOS, THE DOLLAR AMOUNTS ARE NOT GUARANTEED AND WILL INCREASE OR DECREASE. TRANSFERS BETWEEN INVESTMENT OPTIONS ARE SUBJECT TO RESTRICTIONS. SEE “TRANSFERS” IN THE CONTRACT AND SCHEDULE PAGE FOR DETAILS. TRANSFERS FROM THE FIXED ACCOUNT MAY BE DEFERRED. SEE “FIXED ACCOUNT” IN THE CONTRACT AND SCHEDULE PAGE FOR DETAILS. SURRENDER CHARGES MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. REFER TO “SURRENDER CHARGE” IN THE CONTRACT AND SCHEDULE PAGE FOR DETAILS.

Symetra Group Variable Annuity

Symetra Life Insurance Company (referred to in this Certificate as Symetra), a stock company with its Home Office in [Bellevue, Washington], certifies that this Certificate evidences the Participant's (referred to in this Certificate as "you", "your") interest in a Group Variable Annuity Contract (the Contract) issued by Symetra to the Contractholder.

FOR INFORMATION OR TO MAKE A COMPLAINT CALL:

[1-800-796-3872]

Signed for Symetra Life Insurance Company by:



[George Pagos]
Secretary



[Randall H. Talbot]
President

Right to Examine the Certificate: [New Sales:] If for any reason you are not satisfied with this Certificate, it may be returned within 10 days from the date it was received to Symetra or to the registered representative who sold you this Certificate. When Symetra receives this Certificate, Symetra will refund the Participant Account Value. This may be more or less than your Purchase Payments.”]

[Replacement Sales:] “If for any reason you are not satisfied with this Certificate, you may return it within 10 days from the date it was received to Symetra or to the registered representative who sold you this Certificate. When Symetra receives this Certificate, Symetra will refund the Contract Value. Symetra reserves the right to allocate your Purchase Payments designated for the various Portfolios to the [Fidelity VIP Money Market Portfolio – Service Class II] until this Certificate is 15 days old.”]

ALLOCATED
GROUP FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY
NON-PARTICIPATING
CERTIFICATE

WHEN YOUR PARTICIPANT ACCOUNT VALUE AND ANNUITY PAYMENTS ARE BASED ON THE INVESTMENT EXPERIENCE OF THE PORTFOLIOS, THE DOLLAR AMOUNTS ARE NOT GUARANTEED AND WILL INCREASE OR DECREASE. TRANSFERS BETWEEN INVESTMENT OPTIONS ARE SUBJECT TO RESTRICTIONS. SEE “TRANSFERS” IN THE CERTIFICATE AND SCHEDULE PAGE FOR DETAILS. TRANSFERS FROM THE FIXED ACCOUNT MAY BE DEFERRED. SEE “FIXED ACCOUNT” IN THE CERTIFICATE AND SCHEDULE PAGE FOR DETAILS. SURRENDER CHARGES MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. REFER TO “SURRENDER CHARGE” IN THE CERTIFICATE AND SCHEDULE PAGE FOR DETAILS.

SERFF Tracking Number: SYMX-126282006 State: Arkansas
 Filing Company: Symetra Life Insurance Company State Tracking Number: 43346
 Company Tracking Number: RSC-0089 7/09
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: RSC-0089 7/09 Retirement Passport
 Project Name/Number: RS- Retirement Services/AV AR0012110F01

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Attached at Forms Tab		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Statement of Variability.PDF		

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: This annuity is a security subject to federal jurisdiction		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Certification		
Comments:		
Attachment: Certification.PDF		

STATEMENT OF VARIABILITY

Contract Face Page (RSC-0089 F1 7/09) Certificate Face Page (RSC-0094 F1 7/09)

Company Address and Phone Number: In the future, our address and phone number may change.

Home Office Location: In the future, our Home Office location may change.

Complaint Phone Number: In the future, our phone number for complaints may change.

Officer Signatures: In the future, different officers may be designated.

Contract Schedule Pages (RSC-0091 D 7/09, RSC-0092 D 7/09)

Product Name: Based on the distributor, this may change.

Contractholder: This depends on who purchases the Contract.

Plan: The plan name will vary by Contractholder.

Contract Number: Each Contract will be assigned a unique contract number as ID.

Contract Date: This date depends on the date the Contract is issued.

Delivered in the State of: This depends on the Contractholder's location on the Contract Issue Date.

Maximum Participant Issue Age: This age can be between 60 and 95. Initially, the maximum participant age at issue will be 85. We might change this age for new contracts based on the market for retirement savings.

Maximum Annuitization Age: This age can be between 70 and 105. Initially, the maximum annuitization age will be 95, so that annuity payments must begin prior to the Annuitant's 96th birthday. We might change this age for new contracts based on the market for retirement savings.

Minimum Purchase Payment: The minimum initial Purchase Payment can be between \$10 and \$100,000. Initially, it will be \$30. We might change this for new contracts based on plan type and the market for retirement savings.

Minimum Subsequent Purchase Payment: The minimum subsequent Purchase Payment can be between \$10 and \$100,000. Initially, it will be \$30. We might change this for new contracts based on plan type and the market for retirement savings.

Annual Administration Maintenance Charge

Charge: This charge can be between \$0 and \$100 per Certificate Year. Initially, this charge will be either \$30 or \$0, depending on the Contract. It will be \$30 per Certificate Year for the default contract set-up. This charge can be \$0 per Certificate Year for Contracts we anticipate will have lower administrative expenses or lower sales expenses. We can change the charges available for new contracts depending on administration expenses and the market for retirement savings.

Threshold: The Participant Account Value dollar threshold, over which we waive a year's annual administration maintenance charge, can be between \$5,000 and \$100,000. Initially, it will be \$50,000 for all contracts. We can change the threshold for new contracts depending on expenses and the market for retirement savings.

Daily Charges

Mortality and Expense Risk Charge: This can be between 0.70% per year and 3.00% per year. Initially, two different Mortality and Expense Risk Charges will be available, 1.25% and 1.00%. The charge will be 1.25% for the default contract set-up. The charge can be 1.00% per Certificate Year for Contracts we anticipate will have lower administrative expenses or lower sales expenses. We might change the charge rates available for new contracts depending on expenses and on the market for retirement savings.

Sub-Account Fund Facilitation Fee: This fee can be between 0.05% and 1.00% annually, by Sub-Account or by fund family. Initially, only two fund families will have this fee, Vanguard funds and Calvert funds. The daily fee assessed on any allocations to Vanguard Sub-Accounts will be equivalent to 0.25% annually. The daily fee assessed on any allocations to Calvert Sub-Accounts will be equivalent to 0.10% annually. We might change the fee rates, eliminate the fee, or add the fee to other Sub-Accounts or whole fund families on new contracts, depending on fund-company agreements, expenses, and the market for retirement savings. Plausibly, in the future, none of the Sub-Accounts offered with the product will have a fund facilitation fee.

Surrender Charge waiver circumstances: We may add, change, or delete circumstances under which we waive surrender charges, depending on the market for retirement savings. Initially, we will waive surrender charges under all bulleted circumstances shown on the sample schedules submitted as part of this filing.

Transfers

Minimum amount to transfer into an Investment Option: This can be \$10 to \$500. Initially, it will be \$50. We might change it for new contracts depending on fund company agreements, expenses, and market niche.

Minimum amount to transfer out of an Investment Option: This can be \$50 to \$2,500. Initially, it will be \$500. We might change it for new contracts depending on fund company agreements, expenses, and market niche.

Remaining Balance required in a Sub-Account after a Transfer: This can be \$50 to \$10,000. Initially, it will be \$500. We might change it for new contracts depending on fund company agreements and expenses.

Maximum amount to transfer out of the Fixed Account: This can be 5% to 100% annually. Initially, it will be 20%. We might change it for new contracts depending on the risk of anti-selection.

Transfer Charge

Number of Transfers free of charge: This can be between 1 and 26 per Certificate Year. Initially, it will be 12 per Certificate year. We might change this for new contracts based on expenses, market-timing risk, fund company requirements and charges, and transfer program design.

Charge: This is the minimum of two charges, one expressed as a rate and the other as a dollar charge. The minimum dollar charge can be \$0 to \$75. Initially, it will be \$10. The minimum rate can be 0% to 7.5%. Initially, it will be 2.0%. We can change these for new contracts based on expenses, market-timing risk, and fund company requirements and charges.

Withdrawals

Minimum withdrawal amount: This can be \$50 to \$2,500. Initially, it will be \$500.

Remaining Participant Account Value required after withdrawal: This can be \$100 to \$10,000. Initially, it will be \$2,000.

Past Purchase Payments timeframe for waiving the minimum required value remaining in an Investment Option after Withdrawal: This can be 1 month to 25 months. Initially it will be 12 months.

Withdrawal Charge: This can be \$10 to \$100. Initially, it will be \$25.

Premium Taxes: The tax rate varies as indicated in the filing copies based on the state of issue.

Investment Options: We may add or delete portfolios as Investment Options. In addition, the fund companies can change the names of the portfolios they offer.

Annuity Service Office: In the future, we may change our Home Office address, mailing address, phone numbers, or fax number.

Certificate Schedule Pages (RSC-0096 D 7/09, RSC-0097 D 7/09)

Most of the variable items on the certificate schedule pages are the same as the variable items on the contract schedule pages, with the same ranges, same initial values, and same reasons for possible future changes. Because a contract controls all its certificates, a new certificate issued under an old contract will have a schedule page corresponding to the contract's schedule page and not one reflecting newer contract features and settings.

The following variable items appear on the Certificate Schedule pages but not on the Contract Schedule pages:

Participant: This varies depending on who purchases the Certificate.

Age at Issue: This varies by participant.

Certificate Date: This date varies depending on when the Certificate is issued.

Contract (RSC-0089 7/09), Certificate (RSC-0094 7/09)

Annuity Date Definition: The maximum age for annuitization can be between 70 and 105. Initially, the maximum annuitization age will be 95, so that annuity payments must begin prior to the Annuitant's 96th birthday. We might change this age for new contracts based on the market for retirement savings.

Home Office Definition: In the future, our Home Office location may change.

Contractholder's Payments: In the future, we might have Purchase Payments sent to a service office instead of to our Home Office, or the address of our Home Office could change.

Allocation of Purchase Payments: We may change the portfolio where we reserve the right to allocate purchase payments during the right-to-examine period depending upon market conditions, fund-company agreements, and the potentially changing list of Investment Options. In addition, fund companies can change the names of the portfolios they offer.

Calculation of Death Benefit: We may change the portfolio where we credit the interest from the 6-month anniversary until the date we receive required information to pay the death benefit, depending upon market conditions and our potentially changing list of Investment Options. In addition, fund companies can change the names of the portfolios they offer.

Sub-Account Fund Facilitation Fee: Initially, two Sub-Account families will have this fee, Vanguard Sub-Accounts and Calvert Sub-Accounts. We might eliminate the fee or add the fee to other Sub-Accounts or whole fund families for new contracts, depending on fund-company agreements, expenses, and the market for retirement savings. Plausibly, in the future, none of the Sub-Accounts offered with the product will have a fund facilitation fee.

Communications: In the future, we may change the location where communications are to be addressed.

TSA Endorsement (RSE-0049 7/09)

Company Information: In the future, we may change our Home Office address, mailing address, phone numbers, or fax number.

Master Application (RSA-0014 7/09)

Company Address: In the future, our address may change.

Product Name: Based on the distributor, this may change.

Plan Type: The plan types are bracketed so that as plan types are added or removed they can be added or removed on this application. We might change plan types offered for new issues for competitive reasons based on the market for retirement savings.

Enrollment Application (RSA-0015 7/09)

Company Address: In the future, our addresses may change.

Product Name: Based on the distributor, this may change

Purchase Payment Type and Plan Type: The plan types and purchase payment types are bracketed so that as plan types are added or removed, they and their purchase payment types can be added or removed on this application. We might change plan types offered for new issues for competitive reasons based on the market for retirement savings.

Purchase Payments: We may change the portfolio where we reserve the right to allocate purchase payments during the right-to-examine period, depending upon market conditions, fund-company agreements, and the potentially changing list of Investment Options. In addition, fund companies can change the names of the portfolios they offer.

Investment Instructions: We can add or delete portfolios. In addition, fund companies can change the names of the portfolios they offer.

State of Arkansas

CERTIFICATION

RSC-0089 7/09

I hereby certify that we are in compliance with Ark. Code Ann. 23-79-138, Bulletin 6-87, Bulletin 11-88; and Regulations 6 and 19s10B.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Amanda Gaberman, A.V.P.
Symetra Life Insurance Company