Filing at a Glance

Company: Symetra Life Insurance Company
Product Name: RSE-0088 12/11 Traditional Roth IRA Endorsement
SERFF Tr Num: SYMT-127886241
State: Arkansas
TOI: A10 Annuities - Other
SERFF Status: Closed-Approved-Closed
State Tr Num: 50453
Sub-TOI: A10.000 Annuities - Other
Co Tr Num: RSE-0088 12/11
State Status: Approved-Closed
Filing Type: Form
Reviewer(s): Linda Bird
Authors: Lisa Hampton, Kristen Kennedy, Rae Anne O'Keefe, Linda Porter, Jill Morgan
Disposition Date: 02/02/2012
Date Submitted: 12/12/2011
Disposition Status: Approved-Closed
Implementation Date Requested: On Approval
Implementation Date:
State Filing Description:

General Information

Project Name: RSE-0088 12/11 Traditional Roth IRA Endorsement
Status of Filing in Domicile: Pending
Project Number: RSE-0088 12/11
Date Approved in Domicile:
Requested Filing Mode: Review & Approval
Domicile Status Comments: Pending as part of IIPRC filing
Explanation for Combination/Other:
Market Type: Individual
Submission Type: New Submission
Individual Market Type:
Overall Rate Impact:
Filing Status Changed: 02/02/2012
State Status Changed: 12/16/2011
Deemer Date:
Created By: Linda Porter
Submitted By: Linda Porter
Corresponding Filing Tracking Number:
Filing Description:
On behalf of Symetra Life Insurance Company, please find enclosed for your review and approval the above referenced form numbers. These forms do not deviate from company or industry standards.

These forms contain updated regulations as mandated by the Internal Revenue Service Code (IRC) for annuity contracts issued as traditional IRA, ROTH IRA and SIMPLE IRAs. These forms are in the process of being filed with the Internal Revenue Service. These endorsements will be sent out to existing customers as well as newly issued annuity contracts to ensure they have the IRS updated language with their contracts. ROTH IRA will not be available to products that were not previously issued as a ROTH IRA.

The endorsements were prepared and intended to include only the language mandated by Internal Revenue Service Code (IRC). No contract language is contained in the forms and the forms make no changes to the underlying contract.

Form RSE-0088 12/11 is a Traditional/Roth Individual Retirement Annuity Endorsement for both fixed and variable individual annuities.

Form RSE-0089 12/11 is a SIMPLE Individual Retirement Annuity Endorsement for both fixed and variable individual annuities.

The best of our knowledge and belief, no part of this submission contains any unusual or possibly controversial items contrary to normal industry standards, and no assumptions or provisions contained in the forms unfairly discriminate in the availability of rates or benefits for prospective annuitants of the same class, equal expectation of life, and degree of risk or hazard.

The forms are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard. In addition, we also reserve the right to correct any inconsequential typographical errors that may be detected after approval; such as, misspelled words, spacing, or punctuation errors.

These endorsements have not been scored for readability because the provisions of the forms are subject to federal regulation and are therefore exempt from state readability requirements.

These endorsements will be used with forms:

RSC-0341 11/10 and RSC-0342 11/10, both approved 12/9/10 (SERFF #SYMX-G126930384)
LIA-76 2/08 and LIA-80 3/08, both approved 4/8/08 (SERFF #SYMX-125578269)
LIA-47 12/04, approved 4/14/05 (SERFF #USPH-6AQNU5634)
LPC-1175 2/04, approved 4/16/05 (no SERFF # available)
RSC-0007 7/06, approved 1/17/07 (SERFF #SYMT-125070395)
LPC-1509/AR 11/05, approved 1/4/05 (SERFF #USPH-6JTUVE333)
LPC-1605 12/05, approved 2/6/06 (SERFF #USPH-6JDJHQ905)

A unisex purchase rate table is included on the Supporting Documentation tab. This table will be used with existing approved products when newly issued to provide the unisex tables for a SEP or SIMPLE plan. These policies are; LPC-1175 2/04, LPC-1509 11/05, RSC-0007 7/06 and LPC-1605 12/05.

Thank you for your consideration of this submission.

Linda Porter
Symetra Life Insurance Company
425/256-9545

Company and Contact

Filing Contact Information

Linda Porter, Compliance Analyst I	linda.porter@symetra.com
777 108th Ave. NE, Suite 1200	425-256-5495 [Phone]
Bellevue, WA 98004-5135	425-256-5466 [FAX]

Filing Company Information

Symetra Life Insurance Company	CoCode: 68608	State of Domicile: Washington
777 108th Ave NE, Suite 1200	Group Code: 1129	Company Type: Insurance
Bellevue, WA 98004-5135	Group Name:	State ID Number:
(800) 796-3872 ext. [Phone]	FEIN Number: 91-0742147	

Filing Fees

Fee Required?	Yes
Fee Amount:	$100.00
Retaliatory?	No
Fee Explanation:	2 endorsements filed separately from policy @ $50.00 each = $100.00 fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	$100.00	12/12/2011	54432887

SERFF Tracking Number:	*SYMT-127886241*	*State:*	*Arkansas*
Filing Company:	*Symetra Life Insurance Company*	*State Tracking Number:*	*50453*
Company Tracking Number:	*RSE-0088 12/11*		
TOI:	*A10 Annuities - Other*	*Sub-TOI:*	*A10.000 Annuities - Other*
Product Name:	*RSE-0088 12/11 Traditional Roth IRA Endorsement*		
Project Name/Number:	*RSE-0088 12/11 Traditional Roth IRA Endorsement /RSE-0088 12/11*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/02/2012	02/02/2012
Approved-Closed	Linda Bird	12/27/2011	12/27/2011
Approved-Closed	Linda Bird	12/16/2011	12/16/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Traditional Roth SEP IRA Endorsement	Kristen Kennedy	01/31/2012	01/31/2012
Form	SIMPLE IRA Endorsement	Kristen Kennedy	01/31/2012	01/31/2012
Supporting Document	Statement of Variability	Kristen Kennedy	01/30/2012	01/31/2012
Supporting Document	RSE-0088 12/11 and RSE-0089 12/11 Redline	Kristen Kennedy	01/31/2012	01/31/2012
Supporting Document	1% Purchase Rate Table	Kristen Kennedy	01/30/2012	01/31/2012
Supporting Document	IRA Disclosures	Kristen Kennedy	01/31/2012	01/31/2012
Form	SIMPLE IRA Endorsement	Linda Porter	12/21/2011	12/21/2011
Supporting Document	RSE-0089 12/11 Redline	Linda Porter	12/21/2011	12/21/2011

Filing Notes

Subject	Note Type	Created By	Created	Date Submitted

			On	
Request to reopen filing	Note To Filer	Linda Bird	01/26/2012	01/26/2012
Request to reopen filing	Note To Reviewer	Kristen Kennedy	01/26/2012	01/26/2012
Reopen filing	Note To Reviewer	Linda Porter	12/20/2011	12/20/2011

Disposition

Disposition Date: 02/02/2012

Implementation Date:

Status: Approved-Closed

Comment: Corrections made to the previous submission.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document *(revised)*	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Purchase Rate Table		Yes
Supporting Document *(revised)*	RSE-0088 12/11 and RSE-0089 12/11 Redline		Yes
Supporting Document	RSE-0089 12/11 Redline	Replaced	Yes
Supporting Document	1% Purchase Rate Table		Yes
Supporting Document	IRA Disclosures		Yes
Form *(revised)*	Traditional Roth SEP IRA Endorsement		Yes
Form	Traditional Roth SEP IRA Endorsement	Replaced	Yes
Form *(revised)*	SIMPLE IRA Endorsement		Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes

Disposition

Disposition Date: 12/27/2011

Implementation Date:

Status: Approved-Closed

Comment: Corrections made on the original submission.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document *(revised)*	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Purchase Rate Table		Yes
Supporting Document *(revised)*	RSE-0088 12/11 and RSE-0089 12/11 Redline		Yes
Supporting Document	RSE-0089 12/11 Redline	Replaced	Yes
Supporting Document	1% Purchase Rate Table		Yes
Supporting Document	IRA Disclosures		Yes
Form *(revised)*	Traditional Roth SEP IRA Endorsement		Yes
Form	Traditional Roth SEP IRA Endorsement	Replaced	Yes
Form *(revised)*	SIMPLE IRA Endorsement		Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes

Disposition

Disposition Date: 12/16/2011
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document *(revised)*	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Purchase Rate Table		Yes
Supporting Document *(revised)*	RSE-0088 12/11 and RSE-0089 12/11 Redline		Yes
Supporting Document	RSE-0089 12/11 Redline	Replaced	Yes
Supporting Document	1% Purchase Rate Table		Yes
Supporting Document	IRA Disclosures		Yes
Form *(revised)*	Traditional Roth SEP IRA Endorsement		Yes
Form	Traditional Roth SEP IRA Endorsement	Replaced	Yes
Form *(revised)*	SIMPLE IRA Endorsement		Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes
Form	SIMPLE IRA Endorsement	Replaced	Yes

Amendment Letter

Submitted Date: 01/31/2012

Comments:

We are submitting new endorsements because we found an error on the approved endorsements. We have attached, as a supporting documentation item, the redlined changes. These endorsements have not been sold yet.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
RSE-0088 12/11	Certificate Amendment, Insert Page, Endorsement or Rider	Traditional Roth SEP IRA Endorsement	Initial					RSE-0088_1211_Trad_Roth_SEP_IRA_End_20120126.pdf
RSE-0089 12/11	Certificate Amendment, Insert Page, Endorsement or Rider	SIMPLE IRA Endorsement	Initial					RSE-0089_1211_SIMPLE_Endorsement_20120130.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

Non-Compact_SOV_20120126.pdf

User Added -Name: RSE-0088 12/11 and RSE-0089 12/11 Redline

Comment:

RSE-0088-1211_Redline_20120131.pdf

RSE-0089_1211_20120131.Redline.pdf

User Added -Name: 1% Purchase Rate Table

Comment: The 1% table is for use with the FIA & GMV (RSC-0341 11/10, RSC-0342 11/10 and RSC-0376 12/11) and the 2% table is for the remaining existing old contracts. The tables correspond to the tables in the contracts and are added as a courtesy.

1_Percent_Unisex_Purchase_Rate_Table.pdf

User Added -Name: IRA Disclosures

Comment: Attached as a courtesy are the disclosures for the two IRA endorsements.

RSE-0075_1111_SIMPLE_Disclosure_20120131.pdf

RSE-0076_1111_Trad_Roth_SEP_Disclosure_20120131.pdf

Note To Filer

Created By:

Linda Bird on 01/26/2012 03:38 PM

Last Edited By:

Linda Bird

Submitted On:

01/26/2012 03:38 PM

Subject:

Request to reopen filing

Comments:

Filing has been re-opened in order for correction to be made.

Note To Reviewer

Created By:

Kristen Kennedy on 01/26/2012 01:35 PM

Last Edited By:

Kristen Kennedy

Submitted On:

01/26/2012 01:35 PM

Subject:

Request to reopen filing

Comments:

Hello,

Due to an error we would like to request that this filing be reopened so that we may swap the endorsements out. These endorsements have not been sold yet and will still have the form number that was filed and approved.

Sincerely,

Kristen Kennedy

Amendment Letter

Submitted Date: 12/21/2011

Comments:

We have had to make a small change to form RSE-0089 12/11. A revised form has been attached to the Forms tab and a redline version of the changes is attached to the Supporting Documentation tab. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
RSE-0089 12/11	Certificate Amendment, Insert Page, Endorsement or Rider	SIMPLE IRA Endorsement	Initial					RSE-0089_1211_SIMPLE_Endorsement_Revised_20111220.pdf

Supporting Document Schedule Item Changes:

User Added -Name: RSE-0089 12/11 Redline

Comment:

RSE-0089_1211_SIMPLE_Endorsement_Redline_20111220.pdf

Note To Reviewer

Created By:

Linda Porter on 12/20/2011 08:42 AM

Last Edited By:

Linda Porter

Submitted On:

12/20/2011 08:42 AM

Subject:

Reopen filing

Comments:

We have had to make a small change to one of the forms in this filing. Will you please reopen it so that the revised form can be added? Thank you.

Form Schedule

Lead Form Number: RSE-0088 12/11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSE-0088 12/11	Certificate Amendment, Insert Page, Endorsement or Rider	Traditional Roth SEP IRA Endorsement	Initial			RSE-0088_1211_Trad_Roth_SEP_IRA_End_20120126.pdf
	RSE-0089 12/11	Certificate Amendment, Insert Page, Endorsement or Rider	SIMPLE IRA Endorsement	Initial			RSE-0089_1211_SIMPLE_Endorsement_20120130.pdf

TRADITIONAL / ROTH / SEP
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a Traditional IRA under Code Section 408(b) or a Roth IRA under Code Sections 408A and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply, except for those definitions and provisions in this Endorsement describing features not included in your Contract. In no event will this Endorsement operate as both a Traditional IRA and a Roth IRA.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a Traditional IRA or Roth IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a Traditional IRA or Roth IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable, and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Compensation:* For purposes of sections 3.01 and 4.01 of this Endorsement, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on Purchase Payments, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA Purchase Payment.

2.04 *Contract:* The annuity Contract to which this Endorsement is attached.

2.05 *Endorsement:* This IRA Endorsement, which is a part of the Contract to which it is attached.

2.06 *IRA:* Either a Traditional IRA or Roth IRA unless otherwise indicated.

2.07 *Owner:* The individual who participates in this IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee " and/or "Annuitant" within Contract refers to the Owner.

2.08 *Symetra:* Symetra Life Insurance Company

2.09 *Purchase Payment:* Any payments made to the IRA.

2.10 *Roth IRA:* An individual retirement annuity as defined in Code Sections 408A and 408(b).

2.11 *Regulations:* Treasury regulations.

2.12 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.13 *Traditional IRA:* An individual retirement annuity as defined in Code Section 408(b).

ARTICLE III – PROVISIONS GOVERNING TRADITIONAL IRAS

This Article III shall only apply if this IRA has been designated by the Owner on the application as a Traditional IRA.

3.01 *Maximum Permissible Purchase Payments* Symetra may accept Purchase Payments on behalf of the Owner for a tax year of the Owner.

A. **Regular Purchase Payments.** Except in the case of a rollover Purchase Payment (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Purchase Payment made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code Section 408(k), no Purchase Payments will be accepted unless they are in cash, and the total of such Purchase Payments shall not exceed the lesser of 100 percent of the Owner's Compensation, or $5,000 for any taxable year beginning in 2008 and years thereafter.

   After 2008, the Purchase Payment limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

   If the Owner makes regular Purchase Payments to both Traditional and Roth IRAs for a taxable year, the maximum regular Purchase Payments that can be made to all the Owner's Traditional IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Roth IRAs for the taxable year.

B. **Catch-Up Purchase Payments.** In the case of a Owner who is age 50 or older by the close of the taxable year, the annual Purchase Payment is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

C. **Additional Purchase Payments.** In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an Owner may make additional Purchase Payments specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

D. **Employees of Certain Bankrupt Employers.** In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes Purchase Payments under this section may not also make catch-up Purchase Payments.

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

F. **Inherited IRA.** If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), no additional Purchase Payments will be accepted.

3.02 *Distribution Requirements*

A. **Owner Distributions.** Notwithstanding any provision of this Traditional IRA to the contrary, the distribution of the Owner's interest in the Traditional IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Traditional IRA (as determined under Section 3.02(A)(4) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 3.02(A)(1), (2) and (3) and Section 3.02(B) of this Endorsement.

   1. The entire interest of the Owner for whose benefit the Traditional IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

      a. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or

      b. a period certain not extending beyond the one Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

      Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 3.02(A)(2) and (A)(3) of this Endorsement do not apply.

   2. The distribution periods described in Section 3.02(A)(1) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.

   3. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

   4. The "interest" in the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.

   5. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

B. **Beneficiary Rights.** If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

   1. **Death on or after Required Beginning Date.** If the Owner dies on or after required distributions commence, the remaining portion of such Owner's

interest will continue to be distributed under the Contract option chosen.

2. **Death before Required Beginning Date.** If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

   b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

   c. If there is no designated beneficiary, or, if applicable by operation of Section 3.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 3.02(B)(2)(b) of this Endorsement).

   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 3.02(B)(2)(a) or (b) of this Endorsement and reduced by one for each subsequent year.

3. The "interest" in the Traditional IRA for purposes of Section 3.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.

4. For purposes of Sections 3.02(B)(1) and (2) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 3.02(B)(2)(b) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Traditional IRA as his or her own Traditional IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Traditional IRA, makes a Purchase Payment to the Traditional IRA or fails to take required distributions as a Beneficiary.

6. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased Owner in accordance with Q&A-9 of Regulations Section 1.408-8.

7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE IV – PROVISIONS GOVERNING ROTH IRAS

This Article IV shall apply if this IRA has been designated by the Owner on the application as a Roth IRA.

4.01 *Purchase Payment Limits*

A. Maximum Permissible Amount. Except in the case of a qualified rollover contribution (as described in Section 4.01(G) of this Endorsement) or a recharacterization (as described in Section 4.01(F) of this Endorsement), no Purchase Payment will be accepted unless it is in cash, and the total of such Purchase Payments to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 4.02(B) of this Endorsement), or the Owner's Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Purchase Payment described in the previous sentence that may not exceed the lesser of the applicable amount of the Owner's Compensation is referred to as a regular Purchase Payment. However, notwithstanding the preceding limits on Purchase Payments, an Owner may make additional Purchase Payments specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Purchase Payments may be limited under Sections 4.01(C), (D) and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Purchase Payment limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
2. If the Owner is 50 or older, the applicable amount under Section 4.01(B)(1) of this Endorsement is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.02(A) of this Endorsement is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this Section 4.01(B)(3) may not also make contributions under Section 4.01(B)(2).

C. **Regular Purchase Payment Limit.** The maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If an Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Purchase Payment that can be made to all the Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Purchase Payment	Phase-Out Range MAGI	No Purchase Payment
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

An Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Purchase Payment determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

2. If the Owner makes regular Purchase Payments to both Roth and Traditional IRAs for a taxable year, the maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Traditional IRAs for the taxable year.

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

E. **Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Purchase Payments will be accepted.

F. **Recharacterization.** A regular Purchase Payment to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Purchase Payment to this Roth IRA, subject to the limits in Section 4.01(C) of this Endorsement.

G. **Qualified Rollover Contribution.** A qualified rollover contribution is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes Sections 4.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the contribution is made within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

4.02 *Distribution Requirements*

A. Owner Distributions. No amount is required to be distributed from the Contract prior to the death of the Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code section 408(d)(3)(C), this Section does not apply.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under Section 4.02(B)(3) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B)(2), (3), (4) and (5) of this Endorsement.
2. Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the designated beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

   b. If the Owner's designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(2)(c) of this Endorsement.

      If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

   c. If there is no designated beneficiary, or if applicable by operation of Section 4.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2)(b) of this Endorsement).

   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the designated beneficiary's age in the year specified in Section 4.02(B)(2)(a) or (b) of this Endorsement, and reduced by one for each subsequent year.

3. The “interest” in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
4. For purposes of Section 4.02(B)(2)(b) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such section. 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 Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
5. If the sole designated beneficiary is the Owner’s surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Purchase Payment to the Roth IRA or fails to take required distributions as a Beneficiary.
6. The required minimum distributions payable to a designated beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.
7. Symetra will not be liable for any penalties or taxes related to the Beneficiary’s failure to take a required minimum distribution.

ARTICLE V – PROVISIONS GOVERNING BOTH TRADITIONAL AND ROTH IRAS

5.01 *Reporting:* The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) (pertaining to Roth IRAs), Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

5.02 *Amendments:* Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner.

5.03 *Responsibility of the Parties:* Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* Symetra Life Insurance Company

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments*. The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

1. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or

2. a period certain not extending beyond the Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.

D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

E. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner's employer, the Owner must be permitted to transfer the Owner's balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. **Death on or after Required Distributions Commence**. If the Owner dies on or after the required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.

B. **Death before Required Distributions Commence**. If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

1. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.

2. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The "interest" in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.

G. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

a. Symetra provides a summary description directly to the Owner, or

b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner's employer provides the Owner with all other required information.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification

Bypass Reason: The language of the enclosed IRA Endorsements is entitled to be excepted from Flesch Certification by subdivision (b)(3) of Regulation ACA 23-80-206.

Comments:

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: N/A Endorsment filing only.

Comments:

Item Status: **Status Date:**

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: N/A. Endorsement form filing only.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

Non-Compact_SOV_20120126.pdf

Item Status: **Status Date:**

Satisfied - Item: Purchase Rate Table

Comments:

Attachment:

2_Percent_Unisex_Annuity_Purchase_Rate_Tables.pdf

Item Status: **Status Date:**

Satisfied - Item: RSE-0088 12/11 and RSE-0089 12/11 Redline

Comments:

Attachments:

RSE-0088-1211_Redline_20120131.pdf
RSE-0089_1211_20120131.Redline.pdf

Item Status: **Status Date:**

Satisfied - Item: 1% Purchase Rate Table

Comments:

The 1% table is for use with the FIA & GMV (RSC-0341 11/10, RSC-0342 11/10 and RSC-0376 12/11) and the 2% table is for the remaining existing old contracts. The tables correspond to the tables in the contracts and are added as a courtesy.

Attachment:

1_Percent_Unisex_Purchase_Rate_Table.pdf

Item Status: **Status Date:**

Satisfied - Item: IRA Disclosures

Comments:

Attached as a courtesy are the disclosures for the two IRA endorsements.

Attachments:

RSE-0075_1111_SIMPLE_Disclosure_20120131.pdf
RSE-0076_1111_Trad_Roth_SEP_Disclosure_20120131.pdf

Statement of Variability

Symetra Life Insurance Company Jan. 26, 2012
NAIC # 68608/ FEIN #91-0742147

Form: RSE-0088 12/11
RSE-0089 12/11

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

Field	Explanation of Variation
[Officer Signature]	Displays the signature of the current officer.
[Officer Name]	Displays the printed names of the current officer.
[Officer Title]	Displays the titles of the current officer.

ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 20 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 2.00%.

Consideration Required to Purchase $1 of Monthly Annuity

				100% Joint & Survivor		
Age of Annuitant	Life Annuity	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	281.57	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

TRADITIONAL / ROTH / SEP
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a Traditional IRA under Code Section 408(b) or a Roth IRA under Code Sections 408A and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply, except for those definitions and provisions in this Endorsement describing features not included in your Contract. In no event will this Endorsement operate as both a Traditional IRA and a Roth IRA.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a Traditional IRA or Roth IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a Traditional IRA or Roth IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable, and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

~~1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only):*~~

~~If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.~~

~~You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.~~

~~We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] offered within your Contract until the Contract is 15 days old.~~

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Compensation:* For purposes of sections 3.01 and 4.01 of this Endorsement, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on Purchase Payments, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA Purchase Payment.

2.04 *Contract:* The annuity Contract to which this Endorsement is attached.

2.05 *Endorsement:* This IRA Endorsement, which is a part of the Contract to which it is attached.

2.06 *IRA:* Either a Traditional IRA or Roth IRA unless otherwise indicated.

2.07 *Owner:* The individual who participates in this IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee " and/or "Annuitant" within Contract refers to the Owner.

2.08 *Symetra:* Symetra Life Insurance Company~~, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.~~

2.09 *Purchase Payment:* Any payments made to the IRA.

2.10 *Roth IRA:* An individual retirement annuity as defined in Code Sections 408A and 408(b).

2.11 *Regulations:* Treasury regulations.

2.12 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.13 *Traditional IRA:* An individual retirement annuity as defined in Code Section 408(b).

ARTICLE III – PROVISIONS GOVERNING TRADITIONAL IRAS

This Article III shall only apply if this IRA has been designated by the Owner on the application as a Traditional IRA.

3.01 *Maximum Permissible Purchase Payments* Symetra may accept Purchase Payments on behalf of the Owner for a tax year of the Owner.

A. Regular Purchase Payments. Except in the case of a rollover Purchase Payment (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Purchase Payment made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code Section 408(k), no Purchase Payments will be accepted unless they are in cash, and the total of such Purchase Payments shall not exceed the lesser of 100 percent of the Owner's Compensation, or $5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Purchase Payment limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

If the Owner makes regular Purchase Payments to both Traditional and Roth IRAs for a taxable year, the maximum regular Purchase Payments that can be made to all the Owner's Traditional IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Roth IRAs for the taxable year.

B. Catch-Up Purchase Payments. In the case of a Owner who is age 50 or older by the close of the taxable year, the annual Purchase Payment is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

C. Additional Purchase Payments. In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an Owner may make additional Purchase Payments specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

D. Employees of Certain Bankrupt Employers. In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes Purchase Payments under this section may not also make catch-up Purchase Payments.

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

F. Inherited IRA. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), no additional Purchase Payments will be accepted.

3.02 *Distribution Requirements*

A. Owner Distributions. Notwithstanding any provision of this Traditional IRA to the contrary, the distribution of the Owner's interest in the Traditional IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Traditional IRA (as determined under Section 3.02(A)(4) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 3.02(A)(1), (2) and (3) and Section 3.02(B) of this Endorsement.

1. The entire interest of the Owner for whose benefit the Traditional IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

   a. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or

   b. a period certain not extending beyond the one Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

   Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 3.02(A)(2) and (A)(3) of this Endorsement do not apply.

2. The distribution periods described in Section 3.02(A)(1) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.

3. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

4. The "interest" in the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.

5. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. **Death on or after Required Beginning Date.** If the Owner dies on or after required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.
2. **Death before Required Beginning Date.** If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:
   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.
   b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
   c. If there is no designated beneficiary, or, if applicable by operation of Section 3.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 3.02(B)(2)(b) of this Endorsement).
   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 3.02(B)(2)(a) or (b) of this Endorsement and reduced by one for each subsequent year.
3. The "interest" in the Traditional IRA for purposes of Section 3.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
4. For purposes of Sections 3.02(B)(1) and (2) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 3.02(B)(2)(b) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Traditional IRA as his or her own Traditional IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Traditional IRA, makes a Purchase Payment to the Traditional IRA or fails to take required distributions as a Beneficiary.
6. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE IV – PROVISIONS GOVERNING ROTH IRAS

This Article IV shall apply if this IRA has been designated by the Owner on the application as a Roth IRA.

4.01 *Purchase Payment Limits*

A. Maximum Permissible Amount. Except in the case of a qualified rollover contribution (as described in Section 4.01(G) of this Endorsement) or a recharacterization (as described in Section 4.01(F) of this Endorsement), no Purchase Payment will be accepted unless it is in cash, and the total of such Purchase Payments to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 4.02(B) of this Endorsement), or the Owner's Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Purchase Payment described in the previous sentence that may not exceed the lesser of the applicable amount of the Owner's Compensation is referred to as a regular Purchase Payment. However, notwithstanding the preceding limits on Purchase Payments, an Owner may make additional Purchase Payments specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Purchase Payments may be limited under Sections 4.01(C), (D) and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Owner is under age 50, the applicable amount is $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Purchase Payment limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of $500.
2. If the Owner is 50 or older, the applicable amount under Section 4.01(B)(1) of this Endorsement is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.02(A) of this Endorsement is increased by $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this Section 4.01(B)(3) may not also make contributions under Section 4.01(B)(2).

C. **Regular Purchase Payment Limit.** The maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If an Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Purchase Payment that can be made to all the Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Purchase Payment	Phase-Out Range MAGI	No Purchase Payment
Single or Head of Household	$95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,000 and $160,000	$160,000 or more
Married – Separate Return	$0	Between $0 and $10,000	$10,000 or more

An Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Purchase Payment determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of $1,000.

2. If the Owner makes regular Purchase Payments to both Roth and Traditional IRAs for a taxable year, the maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Traditional IRAs for the taxable year.

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

E. **Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Purchase Payments will be accepted.

F. **Recharacterization.** A regular Purchase Payment to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Purchase Payment to this Roth IRA, subject to the limits in Section 4.01(C) of this Endorsement.

G. **Qualified Rollover Contribution.** A qualified rollover contribution is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes Sections 4.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the contribution is made within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the

contribution is made within 180 days of receiving the payment.

4.02 *Distribution Requirements*

A. Owner Distributions. No amount is required to be distributed from the Contract prior to the death of the Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code section 408(d)(3)(C), this Section does not apply.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under Section 4.02(B)(3) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B)(2), (3), (4) and (5) of this Endorsement.

2. Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the designated beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

   b. If the Owner's designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(2)(c) of this Endorsement.

      If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

   c. If there is no designated beneficiary, or if applicable by operation of Section 4.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2)(b) of this Endorsement).

   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the designated beneficiary's age in the year specified in Section 4.02(B)(2)(a) or (b) of this Endorsement, and reduced by one for each subsequent year.

3. The "interest" in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

4. For purposes of Section 4.02(B)(2)(b) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such section. 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 Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.

5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Purchase Payment to the Roth IRA or fails to take required distributions as a Beneficiary.

6. The required minimum distributions payable to a designated beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds

from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.

7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – PROVISIONS GOVERNING BOTH TRADITIONAL AND ROTH IRAS

5.01 *Reporting:* The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) (pertaining to Roth IRAs), Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

5.02 *Amendments:* Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. ~~The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.~~

5.03 *Responsibility of the Parties:* Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

~~1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only)*:~~

~~If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.~~

~~You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.~~

~~We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] until the Contract is 15 days old.~~

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* ~~Means~~ Symetra Life Insurance Company~~, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.~~

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments*. The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the

Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

1. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or
2. a period certain not extending beyond the Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.

D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

E. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner's employer, the Owner must be permitted to transfer the Owner's balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. **Death on or after Required Distributions Commence**. If the Owner dies on or after the required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.

B. **Death before Required Distributions Commence**. If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

1. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
2. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in

the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The "interest" in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.

G. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

a. Symetra provides a summary description directly to the Owner, or

b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner's employer provides the Owner with all other required information.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. ~~The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra that he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.~~

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

ANNUITY OPTIONS PURCHASE RATE TABLE

The rates in the Annuity Purchase Rate Table are based upon the Annuity 2000 Mortality Table blended 20% Male and 80% Female. Annuity improvement scale G blended 20% Male and 80% Female is used to project mortality using a generational approach with an initial projection of 30 years. The effective interest rate assumed in the Annuity Purchase Rate Table is 1.00%.

<u>Consideration Required to Purchase $1 of Monthly Annuity</u>

				100% Joint & Survivor		
Age of Annuitant	Life Annuity	Life Annuity 5 Years Certain	Life Annuity 10 Years Certain	Life Annuity	5 Years Certain & Life	10 Years Certain & Life
55	374.90	375.16	376.06	425.62	425.63	425.64
56	366.26	366.55	367.54	417.25	417.25	417.27
57	357.59	357.90	358.98	408.80	408.81	408.83
58	348.87	349.21	350.39	400.28	400.28	400.31
59	340.10	340.48	341.77	391.68	391.68	391.71
60	331.29	331.70	333.12	383.00	383.00	383.04
61	322.44	322.88	324.44	374.24	374.25	374.29
62	313.54	314.04	315.75	365.42	365.42	365.48
63	304.62	305.16	307.06	356.52	356.53	356.60
64	295.67	296.27	298.36	347.56	347.57	347.65
65	286.71	287.36	289.68	338.53	338.54	338.64
66	277.73	278.45	281.03	329.45	329.46	329.59
67	268.74	269.55	272.41	320.31	320.32	320.48
68	259.75	260.64	263.85	311.12	311.14	311.33
69	250.77	251.76	255.36	301.88	301.90	302.15
70	241.81	242.91	246.95	292.61	292.64	292.95
71	232.87	234.10	238.64	283.30	283.34	283.74
72	223.96	225.36	230.45	273.98	274.02	274.52
73	215.11	216.69	222.40	264.64	264.70	265.32
74	206.35	208.13	214.52	255.31	255.39	256.17
75	197.69	199.70	206.83	246.01	246.11	247.08
76	189.15	191.41	199.36	236.74	236.87	238.07
77	180.75	183.28	192.11	227.53	227.69	229.17
78	172.50	175.33	185.12	218.39	218.58	220.41
79	164.38	167.54	178.38	209.32	209.56	211.79
80	156.41	159.94	171.94	200.32	200.62	203.35
81	148.60	152.54	165.80	191.42	191.79	195.13
82	140.95	145.34	160.01	182.64	183.09	187.17
83	133.49	138.38	154.56	173.98	174.54	179.50
84	126.23	131.67	149.49	165.46	166.16	172.15
85	119.17	125.22	144.77	157.10	157.97	165.16
86	112.32	119.07	140.41	148.92	149.99	158.53
87	105.69	113.22	136.38	140.93	142.26	152.27
88	99.30	107.70	132.68	133.15	134.80	146.39
89	93.22	102.54	129.31	125.63	127.66	140.93
90	87.45	97.72	126.29	118.40	120.83	135.93
91	82.00	93.21	123.65	111.44	114.32	131.45
92	76.85	88.96	121.40	104.75	108.08	127.54
93	71.97	84.93	119.56	98.28	102.08	124.25
94	67.22	81.07	118.08	91.94	96.26	121.56
95	62.55	77.40	116.93	85.67	90.66	119.41
96	57.89	73.98	116.05	79.45	85.34	117.73
97	53.16	70.88	115.40	73.22	80.38	116.48
98	48.32	68.17	114.94	67.00	75.91	115.59
99	43.81	65.94	114.64	61.16	72.13	115.00
100	39.64	64.14	114.46	55.74	68.96	114.64

SIMPLE INDIVIDUAL RETIREMENT ANNUITY DISCLOSURE STATEMENT

This disclosure statement explains the rules governing a SIMPLE IRA. The term IRA will be used in this disclosure statement to refer to a SIMPLE IRA (under Internal Revenue Code (Code) section 408(p) and 408(b)) unless specified otherwise. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, from the IRS. It may be viewed online at the Forms and Publications section of www.irs.gov.

RIGHT TO EXAMINE THE CONTRACT

For Contracts Issued as Individual Deferred Variable Annuity Contracts:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

If returned during the first seven (7) days, Symetra will refund the greater of your Contract value or your Purchase Payments. After seven (7) days, the terms of your right to examine will revert back to the terms of the right to examine provision of your annuity. Please refer to the right to examine provision on the cover page of your Contract for additional information.

During the first seven (7) days, we will allocate the Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account]. If your State's free look provision is longer than seven days (7) and requires a return of Purchase Payment, we will allocate the Purchase Payments to the [then available money market portfolio/fixed account] offered within your Contract until the right to examine period expires.

For Contracts Issued as Fixed or Immediate Annuity Contracts:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the agent who sold you this Contract.

You may return your Contract within 30 days of receipt. If returned, Symetra will refund the full Purchase Payment made to your Contract.

REQUIREMENTS OF A SIMPLE IRA

A. *PURCHASE PAYMENTS* – Your Purchase Payments must be in cash, unless it is a rollover.

B. *MAXIMUM PURCHASE PAYMENT* – The only Purchase Payments which may be made to your SIMPLE IRA are employee elective deferrals under a qualified salary reduction agreement, employer Purchase Payments and other Purchase Payments allowed by Internal Revenue Code (Code) or related Regulations, which are made under a SIMPLE IRA plan maintained by your employer. Employee elective deferrals shall not exceed the lesser of 100 percent of your compensation for the calendar year or $7,000 for 2002, $8,000 for 2003, $9,000 for 2004, and $10,000 for 2005 with possible cost-of-living adjustments in 2006 and thereafter. Your employer may make additional payments to your SIMPLE IRA within the limits prescribed in Code section 408(p). Your employer is required to provide you with information which describes the terms of its SIMPLE IRA plan.

C. *CATCH-UP PURCHASE PAYMENTS* – If you are age 50 or older by the close of the plan year, you may make an additional Purchase Payment to your SIMPLE IRA. The maximum additional Purchase Payment is $500 for 2002, $1,000 for 2003, $1,500 for 2004, $2,000 for 2005, $2,500 for 2006 with possible cost-of-living adjustments in year 2007 and beyond.

D. *NONFORFEITABILITY* – Your interest in your SIMPLE IRA is nonforfeitable.

E. *COMMINGLING ASSETS* – The assets of your SIMPLE IRA cannot be commingled with other property except in a common trust fund or common investment fund.

F. *LIFE INSURANCE* – No portion of your SIMPLE IRA may be invested in life insurance contracts.

G. *REFUND OF PURCHASE PAYMENTS* – Any refund of Purchase Payments must be applied before the close of the calendar year following the year of the refund toward the payment of future Purchase Payments, paid-up annuity additions, or the purchase of additional benefits.

H. *COLLECTIBLES* – You may not invest the assets of your SIMPLE IRA in collectibles (within the meaning of Code section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins and certain state-issued coins are permissible SIMPLE IRA investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code section 408(m)(3)) are also permitted as SIMPLE IRA investments.

I. *REQUIRED MINIMUM DISTRIBUTIONS* – You are required to take minimum distributions from your SIMPLE IRA at certain times in accordance with Regulations section 1.408-8. Below is a summary of the SIMPLE IRA distribution rules.

1. You are required to take a minimum distribution from your SIMPLE IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. Minimum distributions may be taken by annuitizing your Contract to receive a series of periodic distributions made at intervals not longer than one year. The first distribution that must be made must be the distribution that is required for one payment interval. Payment intervals are the periods for which distributions are made to you (e.g., bimonthly, monthly, etc.). The second distribution need not be made until the end of the next payment interval.

   The size of your distributions will depend on the rate of return, your age (and the ages of your Beneficiary(ies), the amount of Purchase Payments you have made to your SIMPLE IRA, and your distribution option. Your distributions must be made at intervals not longer than one year over your life or the life of you and your designated beneficiary. Distributions may also be made over a period certain not longer than your life expectancy or the joint life expectancy of you and your Beneficiary determined using the Uniform Lifetime Table provided by the IRS.

2. If you do not annuitize your SIMPLE IRA, the minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

   The applicable divisor is generally determined using the Uniform Lifetime Table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your Beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse, obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the Uniform Lifetime Table.

3. We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:

   (a) make no distribution until you give us a proper withdrawal request,

   (b) distribute your entire SIMPLE IRA to you in a single sum payment,

   (c) determine your required minimum distribution each year based on your life expectancy, calculated using the Uniform Lifetime Table, and pay those distributions to you until you direct otherwise, or

   (d) annuitize your IRA.

4. Your designated beneficiary(ies) is determined based on the Beneficiary(ies) designated as of the date of your death, who remains your Beneficiary(ies) as of September 30 of the year following the year of your death. If you die,

   (a) on or after your required beginning date, distributions must be made to your Beneficiary(ies) under the Contract option chosen. If distributions are not made in the form of an annuity, distributions must be made over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.

   (b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either

      (i) be distributed by December 31 of the year containing the fifth anniversary of your death, or

      (ii) be distributed over the remaining life expectancy of your designated beneficiary(ies).

If your spouse is your sole designated beneficiary, he or she must elect either option (i) or (ii) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated beneficiary(ies), other than a spouse who is the sole designated beneficiary, must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distributions will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your IRA for purposes of determining the distribution period. If there is no designated beneficiary of your SIMPLE IRA, the entire SIMPLE IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse Beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your SIMPLE IRA as his or her own.

J. *WAIVER OF 2009 RMD* – If you are an Owner age 70½ or older, you may not be required to remove an RMD for calendar year 2009 if permitted by the SIMPLE IRA contract. In addition, no Beneficiary life expectancy payments are required for calendar year 2009. This waiver will be administered in accordance with applicable law and any additional rules, regulations or other pronouncements released by the IRS. If the five-year rule applies to a SIMPLE IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2009. For example, if an Owner died in 2007, the Beneficiary's five-year period ends in 2013 instead of 2012.

INCOME TAX CONSEQUENCES OF ESTABLISHING A SIMPLE IRA

A. *DEDUCTIBILITY FOR SIMPLE IRA PURCHASE PAYMENTS* – You may not take a deduction for the payments to your SIMPLE IRA as either employee elective deferrals or employer Purchase Payments. However, elective deferrals to a SIMPLE IRA will reduce your taxable income. Further, employer SIMPLE IRA payments, including earnings, will not be taxable to you until you take a distribution from your SIMPLE IRA.

Participation in your employer's SIMPLE IRA plan renders you an active participant for purposes of determining whether or not you can deduct Purchase Payments to a Traditional IRA.

B. *TAX CREDIT FOR PURCHASE PAYMENTS* – You may be eligible to receive a tax credit for your SIMPLE IRA deferrals. This credit may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below) and will range from 0 to 50 percent of eligible Purchase Payments. In order to determine the amount of your Purchase Payments, add all of the deferrals made to your SIMPLE IRA and reduce these Purchase Payments by any distributions that you may have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your Purchase Payments that do not exceed $2,000.

Adjusted Gross Income*			Applicable Percentage
Joint Return	Head of a Household	All Other Cases	
$1 – 30,000	$1 – 22,500	$1 – 15,000	50
30,001 – 32,500	22,501 – 24,375	15,001 – 16,250	20
32,501 – 50,000	24,376 – 37,500	16,251 – 25,000	10
Over 50,000	Over 37,500	Over 25,000	0

*Adjusted gross income includes foreign earned income and income from Guam, America Samoa, North Mariana Islands and Puerto Rico. AGI limits are subject to cost-of-living adjustments for tax years beginning after 2006.

C. *TAX-DEFERRED EARNINGS* – The investment earnings of your SIMPLE IRA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

D. *ROLLOVERS AND CONVERSIONS* – Your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours, may receive rollover Purchase Payments, and may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property from your SIMPLE IRA to either a Traditional IRA or another SIMPLE IRA. Conversion is a term used to describe the movement of SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **SIMPLE IRA to SIMPLE IRA Rollovers** – Funds distributed from your SIMPLE IRA may be rolled over to a SIMPLE IRA of yours if the requirements of Code section 408(d)(3) are met. A proper SIMPLE IRA to SIMPLE IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

2. **SIMPLE IRA to Traditional IRA Rollovers** – Funds may be distributed from your SIMPLE IRA and rolled over to your Traditional IRA without IRS penalty, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with SIMPLE IRA to SIMPLE IRA rollovers, the requirements of Code section 408(d)(3) must be met. A proper SIMPLE IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to Traditional IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.

3. **SIMPLE IRA to Employer-Sponsored Retirement Plans** – As permitted by Code or applicable Regulations, you may roll over, directly or indirectly, any eligible rollover distribution from a SIMPLE IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. However, the employer-sponsored retirement plan must allow for such rollover Purchase Payments. An eligible rollover distribution is defined as any taxable distribution from a SIMPLE IRA that is not a part of a required minimum distribution. An employer-sponsored retirement plan may not be rolled over to a SIMPLE IRA.

4. **SIMPLE IRA to Roth IRA Conversions** – If your modified adjusted gross income is not more than $100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing SIMPLE IRA(s) into your Roth IRA(s) provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. Beginning in 2010, the $100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your SIMPLE IRA. The amount of the conversion from your SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your income. Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.

5. **Written Election** – At the time you make a proper rollover to a SIMPLE IRA, you must designate in writing to us, your election to treat that Purchase Payment as a rollover. Once made, the rollover election is irrevocable.

E. *RECHARACTERIZATIONS* – If you have converted from a SIMPLE IRA to a Roth IRA, you may recharacterize the conversion along with net income attributable back to the SIMPLE IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions), for the year in which the conversion was completed.

LIMITATIONS AND RESTRICTIONS

A. *DEDUCTION OF ROLLOVERS AND TRANSFERS* – A deduction is not allowed for rollover or transfer Purchase Payments to your SIMPLE IRA.

B. *GIFT TAX* – Transfers of your SIMPLE IRA assets to a Beneficiary(ies) made during your life and at your request may be subject to federal gift tax under Code section 2501.

C. *SPECIAL TAX TREATMENT* – Capital gains treatment and 10-year forward income averaging authorized by Code section 402 do not apply to SIMPLE IRA distributions.

D. *INCOME TAX TREATMENT* – Any withdrawal from your SIMPLE IRA is subject to federal income tax withholding. You may, however, elect not to have withholding apply to your SIMPLE IRA withdrawal. If withholding is applied to your withdrawal not less than 10 percent of the amount withdrawn must be withheld.

E. *PROHIBITED TRANSACTIONS* – If you or your Beneficiary(ies) engage in a prohibited transaction with your SIMPLE IRA, as described in Code section 4975, your SIMPLE IRA will lose its tax-deferred status and you must include the value of your SIMPLE IRA in your gross income for the taxable year you engage in the prohibited transaction. The following transactions are examples of prohibited transactions with your SIMPLE IRA: (1) taking a loan from your SIMPLE IRA; (2) buying property for personal use (present or future) with SIMPLE IRA funds; or (3) receiving certain bonuses or Purchase Payments because of your SIMPLE IRA.

F. *PLEDGING* – If you pledge any portion of your SIMPLE IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets.

G. *LOANS* – The policy loans provision of this Contract shall not be operative.

FEDERAL TAX PENALTIES

A. *EARLY DISTRIBUTION PENALTY* – If you are under age 59½ and receive a SIMPLE IRA distribution, an additional tax of 10 percent will apply, unless made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess Purchase Payment, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your Beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of $10,000), 10) a levy issued by the IRS, or 11) active military duty (see *Qualified Reservist Distributions*). This additional tax will apply only to the portion of a distribution which is includible in your taxable income. If less than two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer, the additional tax shall be increased from 10 percent to 25 percent.

B. *EXCESS PURCHASE PAYMENT PENALTY* – An additional tax may be assessed against you by the IRS for Purchase Payments which exceed the permissible limits under Code sections 408(b) and 408(p).

C. *EXCESS ACCUMULATION PENALTY* – As previously described, you must take a minimum distribution by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your designated beneficiary(ies) is required to take certain minimum distributions after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

D. *PENALTY REPORTING* – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

A. *IRS PLAN APPROVAL* – The Endorsement used to establish this SIMPLE IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. *ADDITIONAL INFORMATION* – You may obtain further information on SIMPLE IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAX-FORM or by visiting www.irs.gov on the Internet.

C. *IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ANNUITY* – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an annuity. What this means for you: When you open an annuity, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. *HURRICANE-RELATED RELIEF* – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your SIMPLE IRA. Qualified distributions include SIMPLE IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, *Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma.*

1. **10 Percent Penalty Exception on Qualified Distributions** – Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. **Taxation May be Spread Over Three Years** – If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. **Repayment of Qualified Hurricane Distributions** – You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.

E. *QUALIFIED RESERVIST DISTRIBUTIONS* – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your SIMPLE IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

F. *HEARTLAND DISASTER RELATED TAX RELIEF* – If you are an individual who has sustained an economic loss due to, or are otherwise considered affected by, the severe storms, tornadoes and flooding that occurred in the Midwestern disaster area, you may be eligible for favorable tax treatment on distributions and rollovers from your SIMPLE IRA. Qualified disaster recovery assistance distributions include SIMPLE IRA distributions made on or after specified dates for each disaster, and before January 1, 2010 to a qualified individual. For more information on this tax relief, refer to IRS Publication 4492-B, *Information for Affected Taxpayers in the Midwestern Disaster Area*.

1. **10 Percent Penalty Exception on Qualified Distributions** – Qualified disaster recovery assistance distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. **Taxation May be Spread Over Three Years** – If you received qualified disaster recovery assistance distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. **Repayment of Qualified Disaster Recovery Assistance Distributions** – You may roll over qualified disaster recovery assistance distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

TRADITIONAL / ROTH / SEP
INDIVIDUAL RETIREMENT ANNUITY
DISCLOSURE STATEMENT

This disclosure statement explains the rules governing the type of IRA you designated on the application. The term IRA will be used in this Disclosure Statement to refer to a Traditional IRA (under Internal Revenue Code (Code) section 408(b) or a Roth IRA (under Code Section 408A) unless specified otherwise. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, from the IRS. It may be viewed online at the Forms and Publications section of www.irs.gov.

RIGHT TO EXAMINE THE CONTRACT

For Contracts Issued as Individual Deferred Variable Annuity Contracts:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

If returned during the first seven (7) days, Symetra will refund the greater of your Contract value or your Purchase Payments. After seven (7) days, the terms of your right to examine will revert back to the terms of the right to examine provision of your annuity. Please refer to the right to examine provision on the cover page of your Contract for additional information.

During the first seven (7) days, we will allocate the Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account]. If your State's free look provision is longer than seven days (7) and requires a return of Purchase Payment, we will allocate the Purchase Payments to the [then available money market portfolio/fixed account] offered within your Contract until the right to examine period expires.

For Contracts Issued as Fixed or Immediate Annuity Contracts:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the agent who sold you this Contract.

You may return your Contract within 30 days of receipt. If returned, Symetra will refund the full Purchase Payment made to your Contract.

REQUIREMENTS OF AN IRA

A. *PURCHASE PAYMENTS* – Your Purchase Payment must be in cash, unless it is a rollover or conversion Purchase Payment.

B. *MAXIMUM TRADITIONAL IRA PURCHASE PAYMENT* – The total amount of the Purchase Payments to your Traditional IRA for any taxable year cannot exceed the lesser of 100 percent of your Compensation or $3,000 for years 2002-2004, $4,000 for years 2005-2007, and $5,000 for 2008, with possible cost-of-living adjustments in years 2009 and thereafter. If you also maintain a Roth IRA, the maximum Purchase Payment to your Traditional IRAs (i.e., IRAs subject to Code Sections 408(a) or 408(b)) is reduced by any Purchase Payments you make to your Roth IRA. Your total annual Purchase Payments to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your Compensation.

C. *MAXIMUM ROTH IRA PURCHASE PAYMENT*– The total amount of the Purchase Payments to your Roth IRA for any taxable year cannot exceed the lesser of 100 percent of your Compensation or $3,000 for years 2002-2004, $4,000 for years 2005-2007, and $5,000 for 2008 with possible cost-of-living adjustments in years 2009 and beyond. If you also maintain a Traditional IRA (i.e., an IRA subject to the limits of Internal Revenue Code (Code) sections 408(a) or 408(b)) the maximum Purchase Payment to your Roth IRA is reduced by any Purchase Payments you make to your Traditional IRA. Your total annual Purchase Payments to all Traditional IRAs and Roth IRAs cannot exceed the lesser of the dollar amounts described above or 100 percent of your Compensation.

   Your Roth IRA Purchase Payment is further limited if your modified adjusted gross income (MAGI) equals or exceeds $150,000 if you are a married individual filing a joint income tax return, or equals or exceeds $95,000 if you are a single individual. Married individuals filing a joint income tax return with MAGI equaling or exceeding $160,000 may not fund a Roth IRA. Single individuals with MAGI equaling or exceeding $110,000 may not fund a Roth IRA. Married individuals filing a separate income tax return with MAGI equaling or exceeding $10,000 may not fund a Roth IRA. The MAGI limits described above are subject to cost-of-living increases for tax years beginning after 2006.

   If you are married filing a joint income tax return and your MAGI is between the applicable MAGI phaseout range for the year, your maximum Roth IRA Purchase Payment is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI from it; (2) divide the result by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable Purchase Payment for the year, including catch-up Purchase Payments if you are age 50 or older. For example, if you are age 30 and your MAGI is $155,000, your maximum Roth IRA Purchase Payment for 2002 is $1,500. This amount is determined as follows: [($160,000 minus $155,000) divided by $10,000] multiplied by $3,000.

   If you are single and your MAGI is between the applicable MAGI phaseout for the year, your maximum Roth IRA Purchase Payment is determined as follows: (1) Begin with the appropriate MAGI phase-out maximum for the applicable year and subtract your MAGI from it; (2) divide the result by the difference between the phase-out range maximum and minimum; and (3) multiply this number by the maximum allowable Purchase Payment for the year, including catch-up Purchase Payments if you are age 50 or older. For example, if you are age 30 and your MAGI is $98,000, your maximum Roth IRA Purchase Payment for 2002 is $2,400. This amount is determined as follows: [($110,000 minus $98,000) divided by $15,000] multiplied by $3,000.

D. *TRADITIONAL IRA PURCHASE PAYMENT ELIGIBILITY* – You are eligible to make a regular Purchase Payment to your Traditional IRA if you have Compensation and have not attained age 70½ by the end of the taxable year for which the Purchase Payment is made.

E. *ROTH IRA PURCHASE PAYMENT ELIGIBILITY* – You are eligible to make a regular Purchase Payment to your Roth IRA, regardless of your age, if you have Compensation and your MAGI is below the maximum threshold. Your Roth IRA Purchase Payment is not limited by your participation in a retirement plan, other than a Traditional IRA.

F. *CATCH-UP PURCHASE PAYMENTS* – If you are age 50 or older by the close of the taxable year, you may make an additional Purchase Payment to your IRA. The maximum additional Purchase Payment is $500 for years 2002-2005 and $1,000 for years 2006 and beyond.

G. *CATCH-UP CONTRIBUTIONS ALLOWED IN CERTAIN EMPLOYER BANKRUPTCIES* – You may be eligible to contribute an additional catch-up contribution of up to $3,000 each year in 2006 through 2009. To be eligible, the following conditions must be met: 1) you were a participant in a 401(k) plan in which the employer matched at least 50% of your contributions to the plan with employer stock, 2) the employer must have been a debtor in a bankruptcy case in an earlier year and must have been indicted or convicted as a result of the events leading up to the bankruptcy, and 3) you must have been a participant in the 401(k) plan at least six months before the bankruptcy case was filed. If you choose to make these special catch-up contributions, you will not be eligible for the normal catch-up contribution for individuals age 50 and older.

H. *NONFORFEITABILITY* – Your interest in your IRA is nonforfeitable.

I. *COMMINGLING ASSETS* – The assets of your IRA cannot be commingled with other property except in a common trust fund or common investment fund.

J. *LIFE INSURANCE* – No portion of your IRA may be invested in life insurance Contracts.

K. *REFUND OF PURCHASE PAYMENTS* – Any refund of Purchase Payments must be applied before the close of the calendar year following the year of the refund toward the payment of future Purchase Payments, paid-up annuity additions or the purchase of additional benefits.

L. *COLLECTIBLES* – You may not invest the assets of your IRA in collectibles (within the meaning of Code Section 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver coins and certain state-issued coins are permissible investments. Platinum coins and certain gold, silver, platinum or palladium bullion (as described in Code Section 408(m)(3)) are also permitted as IRA investments.

M. *REQUIRED MINIMUM DISTRIBUTIONS AND BENEFICIARY OPTIONS FOR TRADITIONAL IRAS* – You are required to take minimum distributions from your Traditional IRA at certain times in accordance with Regulations Section 1.408-8. Below is a summary of the Traditional IRA distribution rules.

1. You are required to take a minimum distribution from your Traditional IRA for the year in which you reach age 70½ and for each year thereafter. You must take your first distribution by your required beginning date, which is April 1 of the year following the year you attain age 70½. Minimum distributions may be taken by annuitizing your Contract to receive a series of periodic distributions made at intervals not longer than one year. The first distribution that must be made must be the distribution that is required for one payment interval. Payment intervals are the periods for which distributions are made to you (e.g., bimonthly, monthly, etc.). The second distribution need not be made until the end of the next payment interval.

   The size of your distributions will depend on the rate of return, your age (and the ages of your Beneficiary(ies), the amount of Purchase Payments you have made to your Traditional IRA, and your distribution option. Your distributions must be made at intervals not longer than one year, over your life or the life of you and your designated beneficiary. Distributions may also be made over a period certain not longer than your life expectancy or the joint life expectancy of you and your Beneficiary determined using the Uniform Lifetime Table provided by the IRS.

2. If you do not annuitize your Traditional IRA, the minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the prior year by the applicable divisor.

   The applicable divisor is generally determined using the Uniform Lifetime Table provided by the IRS. The table assumes a designated beneficiary exactly 10 years younger than you, regardless of who is named as your Beneficiary(ies), if any. If your spouse is your sole designated beneficiary, and is more than 10 years younger than you, the required minimum distribution is determined annually using the actual joint life expectancy of you and your spouse, obtained from the joint and last survivor table provided by the IRS, rather than the life expectancy divisor from the Uniform Lifetime Table.

3. We reserve the right to do any one of the following by April 1 of the year following the year in which you turn age 70½:
   (a) make no distribution until you give us a proper withdrawal request,
   (b) distribute your entire Traditional IRA to you in a single sum payment,
   (c) determine your required minimum distribution each year based on your life expectancy, calculated using the Uniform Lifetime Table, and pay those distributions to you until you direct otherwise, or
   (d) annuitize your Traditional IRA.

4. Your designated beneficiary(ies) is determined based on the Beneficiary(ies) designated as of the date of your death, who remains your Beneficiary(ies) as of September 30 of the year following the year of your death. If you die,
   (a) on or after your required beginning date, distributions must be made to your Beneficiary(ies) under the Contract option chosen. If distributions are not made in the form of an annuity, distributions must be made over the longer of the single life expectancy of your designated beneficiary(ies), or your remaining life expectancy. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary of your Traditional IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Traditional IRA, distributions will commence using your single life expectancy, reduced by one in each subsequent year.
   (b) before your required beginning date, the entire amount remaining in your account will, at the election of your designated beneficiary(ies), either

(i) be distributed by December 31 of the year containing the fifth anniversary of your death, or

(ii) be distributed over the remaining life expectancy of your designated beneficiary(ies).

If your spouse is your sole designated beneficiary, he or she must elect either option (i) or (ii) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated beneficiary(ies), other than a spouse who is the sole designated beneficiary, must elect either option (i) or (ii) by December 31 of the year following the year of your death. If no election is made, distributions will be calculated in accordance with option (ii). In the case of distributions under option (ii), distributions must commence by December 31 of the year following the year of your death. If your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your Traditional IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Traditional IRA, the entire Traditional IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated beneficiary of your entire Traditional IRA may elect to redesignate your Traditional IRA as his or her own. Alternatively, the sole spouse Beneficiary will be deemed to elect to treat your Traditional IRA as his or her own by either (1) making Purchase Payments to your Traditional IRA or (2) failing to timely remove a required minimum distribution from your Traditional IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your Traditional IRA, a spouse Beneficiary may roll over his or her share of the assets to his or her own Traditional IRA.

N. *WAIVER OF 2009 RMD* – If you are an Owner age 70½ or older, you may not be required to remove an RMD for calendar year 2009 if permitted by the IRA Contract. In addition, no Beneficiary life expectancy payments are required for calendar year 2009. This waiver will be administered in accordance with applicable law and any additional rules, regulations or other pronouncements released by the IRS. If the five-year rule applies to an IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2009. For example, if an Owner died in 2007, the Beneficiary's five-year period ends in 2013 instead of 2012.

O. *REQUIRED MINIMUM DISTRIBUTIONS FOR ROTH IRAS* – You are not required to take distributions from your Roth IRA at age 70½ (as required for Traditional IRAs). However, your Beneficiary(ies) is generally required to take distributions from your Roth IRA after your death. See the section titled *Beneficiary Payouts for Roth IRAs* in this Disclosure Statement regarding Beneficiary's(ies') required minimum distributions.

P. *BENEFICIARY PAYOUTS FOR ROTH IRAS* – Your designated beneficiary is determined based on the Beneficiary(ies) designated as of the date of your death who remains your Beneficiary(ies) as of September 30 of the year following the year of your death. If you die,

1. on or after your distributions have irrevocably commenced due to the annuitization of the Contract, distributions must be made to your Beneficiary(ies) according to the distribution option you chose.

2. before your distributions have irrevocably commenced, distributions will, at the election of your Beneficiary(ies), either

(a) be distributed by December 31 of the year containing the fifth anniversary of your death, or

(b) be distributed over the remaining life expectancy of your designated beneficiary(ies).

If your spouse is your sole designated beneficiary, he or she must elect either option (a) or (b) by the earlier of December 31 of the year containing the fifth anniversary of your death, or December 31 of the year you would have attained age 70½. Your designated beneficiary(ies), other than a spouse who is the sole designated beneficiary, must elect either option (a) or (b) by December 31 of the year following the year of your death. If no election is made, distribution will be calculated in accordance with option (b). In the case of a distribution under option (b), distributions must commence by December 31 of the year following the year of your death. Generally if your spouse is the designated beneficiary, distributions need not commence until December 31 of the year you would have attained age 70½, if later. If a Beneficiary(ies) other than an individual or qualified trust as defined in the Regulations is named, you will be treated as having no designated beneficiary(ies) of your Roth IRA for purposes of determining the distribution period. If there is no designated beneficiary of your Roth IRA, the entire Roth IRA must be distributed by December 31 of the year containing the fifth anniversary of your death.

A spouse who is the sole designated beneficiary of your entire Roth IRA will be deemed to elect to redesignate your Roth IRA as his or her own. Alternatively, the sole spouse Beneficiary will be deemed to elect to treat your Roth IRA as his or her own by either (1) making Purchase Payments to your Roth IRA or (2) failing to timely remove a required minimum distribution from your Roth IRA. Regardless of whether or not the spouse is the sole designated beneficiary of your Roth IRA, a spouse Beneficiary may roll over his or her share of the assets to his or her own Roth IRA.

Q. *WAIVER OF 2009 BENEFICIARY PAYMENT* – Life expectancy payments for Beneficiaries may not be required from an inherited Roth IRA for calendar year 2009 if permitted by the Roth IRA Contract. This payment waiver will be administered in accordance with applicable law and any additional rules, regulations or other pronouncements released by the IRS. If the five-year rule applies to a Roth IRA with respect to any decedent, the five-year period is determined without regard to calendar year 2009. For example, if an Owner died in 2007, the Beneficiary's five-year period ends in 2013 instead of 2012.

INCOME TAX CONSEQUENCES OF ESTABLISHING AN IRA

A. *PURCHASE PAYMENT DEDUCTIBILITY FOR TRADITIONAL IRAS* – If you are eligible to make Purchase Payments to your Traditional IRA, the amount of the Purchase Payment for which you may take a tax deduction will depend upon whether you (or, in some cases, your spouse) are an active participant in an employer-maintained retirement plan. If you (and your spouse, if married) are not an active participant, the amount of your entire Traditional IRA Purchase Payment will be deductible. If you are an active participant (or are married to an active participant), the deductibility of your Purchase Payment will depend on your modified adjusted gross income (MAGI) and your tax filing status for the tax year for which the

Purchase Payment was paid. MAGI is determined on your income tax return using your adjusted gross income but disregarding any deductible Traditional IRA Purchase Payments.

Definition of Active Participant – Generally, you will be an active participant if you are covered by one or more of the following employer-maintained retirement plans:

1. a qualified pension, profit sharing, 401(k), or stock bonus plan;
2. a qualified annuity plan of an employer;
3. a simplified employee pension (SEP) plan;
4. a retirement plan established by the federal government, a state, or a political subdivision (except certain unfunded deferred compensation plans under Code Section 457);
5. a tax-sheltered annuity for employees of certain tax-exempt organizations or public schools;
6. a plan meeting the requirements of Code Section 501(c)(18);
7. a qualified plan for self-employed individuals (H.R. 10 or Keogh Plan); and
8. a SIMPLE IRA plan or a SIMPLE 401(k) plan.

If you do not know whether your employer maintains one of these plans, or whether you are an active participant in it, check with your employer or your tax advisor. Also, the IRS Form W-2, Wage and Tax Statement, that you receive at the end of the year from your employer will indicate whether you are an active participant.

If you are an active participant, are single, and have MAGI within the applicable phase out range listed below, the deductible amount of your Purchase Payment is determined as follows: (1) begin with the appropriate phase-out range maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out maximum and minimum; (3) multiply this number by the maximum allowable Purchase Payment for the applicable year, including catch-up Purchase Payments if you are age 50 or older. The resulting figure will be the maximum Traditional IRA deduction you may take. For example, if you are age 30 with MAGI of $36,000 in 2002, your maximum deductible Purchase Payment is $2,400 (the 2002 phase-out range maximum of $44,000 minus your MAGI of $36,000, divided by the difference between the maximum and minimum phase-out range limits of $10,000 and multiplied by the Purchase Payment limit of $3,000).

If you are an active participant, are married and you file a joint income tax return, and have MAGI within the applicable phaseout range listed below, the deductible amount of your Purchase Payment is determined as follows: (1) begin with the appropriate phase-out maximum for the applicable year (specified below), and subtract your MAGI; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable Purchase Payment for the applicable year, including catch-up Purchase Payments if you are age 50 or older. The resulting figure will be the maximum Traditional IRA deduction you may take. For example, if you are age 30 with MAGI of $56,000 in 2002, your maximum deductible Purchase Payment is $2,400 (the 2002 phase-out maximum of $64,000 minus your MAGI of $56,000, divided by the difference between the maximum and minimum phase-out limits of $10,000 and multiplied by the Purchase Payment limit of $3,000).

If you are an active participant, are married and you file a separate income tax return, your MAGI phase-out range is generally $0 - $10,000. However, if you lived apart for the entire tax year, you are treated as a single filer.

Tax Year	Joint Filers Phase-out Range*	Single Taxpayers Phase-out Range*
	(minimum) (maximum)	*(minimum) (maximum)*
2002	$54,000 – $64,000	$34,000 – $44,000
2003	$60,000 – $70,000	$40,000 – $50,000
2004	$65,000 – $75,000	$45,000 – $55,000
2005	$70,000 – $80,000	$50,000 – $60,000
2006	$75,000 – $85,000	$50,000 – $60,000
2007**	$80,000 – $100,000	$50,000 – $60,000

*MAGI limits are subject to cost-of-living increases for tax years beginning after 2006.

**The MAGI limits for 2007 listed above may be subject to additional increases.

The MAGI phaseout range for an individual that is not an active participant, but is married to an active participant, is $150,000-$160,000. This limit is also subject to cost-of-living increases for tax years beginning after 2006. If you are not an active participant in an employer-maintained retirement plan, are married to someone who is an active participant, and you file a joint income tax return with MAGI between the applicable phaseout range for the year, your maximum deductible Purchase Payment is determined as follows: (1) begin with the appropriate MAGI phase-out maximum for the year and subtract your MAGI from it; (2) divide this total by the difference between the phase-out range maximum and minimum; (3) multiply this number by the maximum allowable Purchase Payment for the applicable year, including catch-up contributions if you are age 50 or older. The resulting figure will be the maximum IRA deduction you may take.

You must round the resulting deduction to the next highest $10 if the number is not a multiple of 10. If your resulting deduction is between $0 and $200 you may round up to $200.

B. *PURCHASE PAYMENT DEDUCTIBILITY FOR ROTH IRAS* – No deduction is allowed for Roth IRA Purchase Payments, including transfers, rollovers and conversion Purchase Payments.

C. *PURCHASE PAYMENT DEADLINE* – The deadline for making an IRA Purchase Payment is your tax return due date (not including extensions). You may designate a Purchase Payment as a Purchase Payment for the preceding taxable year in a manner acceptable to us. For example, if you are a calendar year taxpayer, and you make your IRA Purchase Payment on or before April 15, your Purchase Payment is considered to have been made for the previous tax year if you designate it as such.

D. *TAX CREDIT FOR PURCHASE PAYMENTS* – You may be eligible to receive a tax credit for your Traditional or Roth IRA Purchase Payments. This credit will be allowed in addition to any tax deduction that may apply, and may not exceed $1,000 in a given year. You may be eligible for this tax credit if you are

- age 18 or older as of the close of the taxable year,
- not a dependent of another taxpayer, and
- not a full-time student.

The credit is based upon your income (see chart below) and will range from 0 to 50 percent of eligible Purchase Payments. In order to determine the amount of your Purchase Payments, add all of the Purchase Payments made to your Traditional or Roth IRAs and reduce these Purchase Payments by any distributions that you have taken during the testing period. The testing period begins two years prior to the year for which the credit is sought and ends on the tax return due date (including extensions) for the year for which the credit is sought. In order to determine your tax credit, multiply the applicable percentage from the chart below by the amount of your Purchase Payments that do not exceed $2,000.

Adjusted Gross Income*			Applicable Percentage
Joint Return	Head of a Household	All Other Cases	
$1 – 30,000	$1 – 22,500	$1 – 15,000	50
30,001 – 32,500	22,501 – 24,375	15,001 – 16,250	20
32,501 – 50,000	24,376 – 37,500	16,251 – 25,000	10
Over 50,000	Over 37,500	Over 25,000	0

*Adjusted gross income includes foreign earned income and income from Guam, America Samoa, North Mariana Islands and Puerto Rico. AGI limits are subject to cost-of-living adjustments for tax years beginning after 2006.

E. *TAX-DEFERRED EARNINGS* – The investment earnings of your IRA are not subject to federal income tax as they accumulate in your IRA. Investment earnings distributed from your Traditional IRA will be taxed when the distribution is made. Distributions of your Roth IRA investment earnings will be free from federal income tax if you take a qualified distribution, as defined in the *Taxation of Roth IRA Distributions* section of this Disclosure Statement.

F. *NONDEDUCTIBLE PURCHASE PAYMENTS* – You may make nondeductible Purchase Payments to your Traditional IRA to the extent that deductible Purchase Payments are not allowed. The sum of your deductible and nondeductible IRA Purchase Payments cannot exceed your Purchase Payment limit (the lesser of the allowable Purchase Payment limit described previously, or 100 percent of Compensation). You may elect to treat deductible Traditional IRA Purchase Payments as nondeductible.

If you make nondeductible Purchase Payments for a particular tax year, you must report the amount of the nondeductible Purchase Payment along with your income tax return using IRS Form 8606, *Nondeductible IRAs and Coverdell ESAs*. Failure to file IRS Form 8606 will result in a $50 per failure penalty.

If you overstate the amount of designated nondeductible Purchase Payments for any taxable year, you are subject to a $100 penalty unless reasonable cause for the overstatement can be shown.

G. *TAXATION OF TRADITIONAL IRA DISTRIBUTIONS* – The taxation of Traditional IRA distributions depends on whether or not you have ever made nondeductible Traditional IRA Purchase Payments. If you have only made deductible Purchase Payments, any Traditional IRA distribution will be fully included in income.

If you have ever made nondeductible Purchase Payments to any Traditional IRA, the following formula must be used to determine the amount of any Traditional IRA distribution excluded from income.

$$\frac{\text{(Aggregate Nondeductible Purchase Payments)} \times \text{(Amount Withdrawn)}}{\text{Aggregate IRA Balance}} = \text{Amount Excluded From Income}$$

NOTE: *Aggregate nondeductible Purchase Payments include all nondeductible Purchase Payments made by you through the end of the year of the distribution (which have not previously been withdrawn and excluded from income). Also note that the aggregate Traditional IRA balance includes the total balance of all of your Traditional IRAs as of the end of the year of distribution, and any distributions occurring during the year.*

H. *TAXATION OF DISTRIBUTIONS* – The taxation of Roth IRA distributions depends on whether the distribution is a qualified distribution or a nonqualified distribution.

1. **Qualified Distributions** – Qualified distributions from your Roth IRA (both the Purchase Payments and earnings) are not included in your income. A qualified distribution is a distribution which is made after the expiration of the five-year period beginning January 1 of the first year for which you made any Purchase Payments to any Roth IRA (including a conversion from a Traditional IRA), and is made on account of one of the following events:
   - attainment of age 59½,
   - disability,
   - the purchase of a first home, or
   - death.

   For example, if you made a Purchase Payment to your Roth IRA for 1998, the five-year period for determining whether a distribution is a qualified distribution is satisfied as of January 1, 2003.

2. **Nonqualified Distributions** – If you do not meet the requirements for a qualified distribution, any earnings you withdraw from your Roth IRA will be included in your gross income and, if you are under age 59½, may be subject to an early distribution penalty. However, when you take a distribution, the Purchase Payments you contributed annually to any Roth IRA account and any military death gratuity or Servicemembers' Group Life Insurance (SGLI) payments that you rolled over to a Roth IRA, will be deemed to be removed first, followed by conversion Purchase Payments made to any Roth IRA on a first-in, first-out basis. Therefore, your nonqualified distributions will not be taxable to you until your withdrawals exceed the amount of your annual Purchase Payments, military death gratuity or SGLI payments and your conversions.

I. *ROLLOVERS AND CONVERSIONS* – Your IRA may be rolled over to an IRA of yours, or may receive rollover Purchase Payments. Your Traditional IRA or SIMPLE IRA may be converted to a Roth IRA, provided that all of the applicable rollover and conversion rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property to your IRA from any of your IRAs of the same type, or from your employer's qualified retirement plan, 403(a) annuity plan, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan to your Traditional IRA. Conversion is a term used to describe the movement of Traditional or SIMPLE IRA assets to a Roth IRA. A conversion is generally a taxable event. The rollover and conversion rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover or conversion, please see a competent tax advisor.

1. **Traditional IRA to Traditional IRA Rollovers** – Funds distributed from your IRA may be rolled over to a Traditional IRA of yours if the requirements of Code Section 408(d)(3) are met. A proper Traditional IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another Traditional IRA to Traditional IRA rollover from the distributing IRA during the 12 months preceding the date you receive the distribution. Further, you may rollover the same dollars or assets only once every 12 months.
2. **SIMPLE IRA to Traditional IRA Rollovers** – Funds may be distributed from your SIMPLE IRA and rolled over to your Traditional IRA without IRS penalty, provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your employer. As with Traditional IRA to Traditional IRA rollovers, the requirements of Code Section 408(d)(3) must be met. A proper SIMPLE IRA to Traditional IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another SIMPLE IRA to Traditional IRA or SIMPLE IRA to SIMPLE IRA rollover from the distributing SIMPLE IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months.
3. **Roth IRA to Roth IRA Rollovers** – Funds distributed from your Roth IRA may be rolled over to a Roth IRA of yours if the requirements of Code Section 408(d)(3) are met. A proper Roth IRA to Roth IRA rollover is completed if all or part of the distribution is rolled over not later than 60 days after the distribution is received. You may not have completed another Roth IRA to Roth IRA rollover from the distributing Roth IRA during the 12 months preceding the date you receive the distribution. Further, you may roll over the same dollars or assets only once every 12 months. Roth IRA assets may not be rolled over to other types of IRAs (e.g., Traditional IRA, SIMPLE IRA).
4. **Employer-Sponsored Retirement Plan to Traditional IRA Rollovers** – You may roll over, directly or indirectly, any eligible rollover distribution from an eligible employer-sponsored retirement plan. An eligible rollover distribution is defined, generally, as any distribution from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan (other than distributions to nonspouse beneficiaries), unless it is part of a certain series of substantially equal periodic payments, a required minimum distribution, a hardship distribution, or a distribution of Roth 401(k) or 403(b) elective deferrals.

   If you elect to receive your rollover distribution prior to placing it in a Traditional IRA, thereby conducting an indirect rollover, your plan administrator will generally be required to withhold 20 percent of your distribution as a payment of income taxes. When completing the rollover, you may make up the amount withheld, out of pocket, and roll over the full amount distributed from your employer-sponsored retirement plan. To qualify as a rollover, your eligible rollover distribution must be rolled over to your Traditional IRA not later than 60 days after you receive it. Alternatively, you may claim the withheld amount as income, and pay the applicable income tax and, if you are under age 59½, the 10 percent early distribution penalty (unless an exception to the penalty applies).

   As an alternative to the indirect rollover, your employer generally must give you the option to directly roll over your employer-sponsored retirement plan balance to a Traditional IRA. If you elect the direct rollover option, your eligible rollover distribution will be paid directly to the Traditional IRA (or other eligible employer-sponsored retirement plan) that you designate. The 20 percent withholding requirement does not apply to direct rollovers.
5. **Traditional IRA to Employer-Sponsored Retirement Plans –** You may roll over, directly or indirectly, any eligible rollover distribution from a Traditional IRA to an employer's qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) eligible governmental deferred compensation plan so long as the employer-sponsored retirement plan accepts such rollover contributions. An eligible rollover distribution is defined as any taxable distribution from a Traditional IRA that is not a part of a required minimum distribution.
6. **Rollovers of Roth Elective Deferrals** – Roth elective deferrals distributed from a 401(k) cash or deferred arrangement or 403(b) tax-sheltered annuity may be rolled into your Roth IRA.
7. **Traditional IRA or SIMPLE IRA to Roth IRA Conversions –** If your modified adjusted gross income is not more than $100,000 and you are not married filing a separate income tax return, you are eligible to convert all or any portion of your existing Traditional IRA(s) into your Roth IRA(s). You may also convert your SIMPLE IRA to your Roth IRA provided two years have passed since you first participated in a SIMPLE IRA plan sponsored by your Employer. Beginning in 2010, the $100,000 MAGI limit and the married filing separate tax filing restriction will be eliminated for conversion eligibility. If you are age 70½ or older you must remove your required minimum distribution prior to converting your Traditional IRA or SIMPLE IRA. The amount of the conversion from your Traditional IRA or SIMPLE IRA to your Roth IRA shall be treated as a distribution for income tax purposes, and is includible in your gross income (except for any nondeductible Purchase Payments). Although the conversion amount is generally included in income, the 10 percent early distribution penalty shall not apply to conversions from a Traditional IRA or SIMPLE IRA to a Roth IRA, regardless of whether you qualify for any exceptions to the 10 percent penalty.
8. **Rollovers from Employer-Sponsored Retirement Plans to Roth IRA** – Distributions taken from your qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan after December 31, 2007 may be rolled over to your Roth IRA. If you are a spouse, nonspouse, or qualified trust beneficiary who has inherited a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan, you may be eligible to directly roll over the assets to an inherited Roth IRA. The inherited Roth IRA is subject to the beneficiary distribution requirements. Roth IRA conversion rules, as described above, will apply to rollovers by beneficiaries or plan participants, including the requirement to include the taxable portion in income in the year distributed.

9. **Beneficiary Rollovers from Employer-Sponsored Retirement Plans** – If you are a spouse, nonspouse, or qualified trust beneficiary of a deceased employer plan participant, you may directly roll over inherited assets from a qualified retirement plan, 403(a) annuity, 403(b) tax-sheltered annuity, or 457(b) governmental deferred compensation plan to an inherited IRA. The IRA must be maintained as an inherited IRA, subject to the beneficiary distribution requirements.

10. **Rollover of Military Death Benefits** – If you receive or have received a military death gratuity or a payment from the Servicemembers' Group Life Insurance (SGLI) program, you may be able to roll over the proceeds to your Roth IRA. The rollover amount is limited to the sum of the death benefits or SGLI payment received, less any such amount that was rolled over to a Coverdell education savings account. Proceeds must be rolled over within one year of receipt of the gratuity or SGLI payment for deaths occurring on or after June 17, 2008. For deaths occurring between October 7, 2001 and June 17, 2008, proceeds may be rolled over no later than one year from June 17, 2008. Any amount that is rolled over under this provision is considered nontaxable basis in your Roth IRA.

11. **Qualified HSA Funding Distribution** – If you are eligible to contribute to a health savings account (HSA), you may be eligible to take a one-time tax-free HSA funding distribution from your IRA and directly deposit it to your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit in effect for the type of high deductible health plan coverage (i.e., single or family coverage) that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. For further detailed information, you may wish to obtain IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*.

12. **Rollovers of Settlement Payments From Bankrupt Airlines** – If you are a qualified airline employee who has received an airline settlement payment from a commercial airline carrier under the approval of an order of a Federal bankruptcy court in a case filed after September 11, 2001, and before January 1, 2007, you are allowed to roll over any portion of the proceeds into your Roth IRA by the later of 180 days after receipt of such amount, or June 21, 2009. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.

13. **Rollover of Exxon Valdez Settlement Payments** – If you receive a qualified settlement payment from Exxon Valdez litigation, you may roll over the amount of the settlement, up to $100,000, reduced by the amount of any qualified Exxon Valdez settlement income previously contributed to an IRA or eligible retirement plan in prior taxable years. You will have until your tax return due date (not including tax extensions) for the year in which the qualified settlement income is received to make the rollover contribution. To obtain more information on this type of rollover, you may wish to visit the IRS website at www.irs.gov.

14. **Written Election** – At the time you make a proper rollover to an IRA, or conversion to a Roth IRA, you must designate in writing to Symetra, your election to treat that Purchase Payment as a rollover or conversion. Once made, the election is irrevocable.

J. *TRANSFER DUE TO DIVORCE* – If all or any part of your IRA is awarded to your spouse or former spouse in a divorce or legal separation proceeding, the amount so awarded will be treated as the spouse's IRA (and may be transferred pursuant to a court-approved divorce decree or written legal separation agreement to another IRA of the same type, of your spouse), and will not be considered a taxable distribution to you. A transfer is a tax-free direct movement of cash and/or property from one Traditional IRA to another or from one Roth IRA to another.

K. *RECHARACTERIZATIONS* – If you make a Purchase Payment to a Traditional IRA and later recharacterize either all or a portion of the original Purchase Payment to a Roth IRA along with net income attributable, you may elect to treat the original Purchase Payment as having been made to the Roth IRA. The same methodology applies when recharacterizing a Purchase Payment from a Roth IRA to a Traditional IRA. If you have converted from a Traditional IRA to a Roth IRA, you may recharacterize the conversion along with net income attributable back to the Traditional IRA. The deadline for completing a recharacterization is your tax filing deadline (including any extensions) for the year for which the original Purchase Payment was made or conversion completed.

LIMITATIONS AND RESTRICTIONS

A. *SEP PLANS* – Under a simplified employee pension (SEP) plan that meets the requirements of Code Section 408(k), your employer may make Purchase Payments to your Traditional IRA. Your employer is required to provide you with information which describes the terms of your employer's SEP Plan. No SEP contributions may be made to a Roth IRA.

B. *SPOUSAL IRA* – If you are married and have Compensation, you may make Purchase Payments to a Traditional IRA established for the benefit of your spouse for any year prior to the year your spouse turns age 70½, regardless of whether or not your spouse has Compensation. You may make these spousal Purchase Payments even if you are age 70½ or older. You must file a joint income tax return for the year for which the Purchase Payment is made.

You may make Purchase Payments to a Roth IRA established for the benefit of your spouse, regardless of whether or not your spouse has Compensation, and regardless of your spouse's age. The Roth IRA Purchase Payment may be further limited if your MAGI falls within the minimum and maximum thresholds for eligibility. You must file a joint income tax return for the year for which the contribution is made.

The amount of the Purchase Payments you may make to your IRA and your spouse's IRA is the lesser of 100 percent of your combined Compensation or $6,000 for 2002-2004, $8,000 for 2005-2007, and $10,000 for 2008. This amount may be increased with cost-of-living adjustments in 2009 and beyond. However, you may not contribute more than the individual Purchase Payment limit to each IRA.

If your spouse is age 50 or older by the close of the taxable year, and is otherwise eligible, you may make an additional Purchase Payment to your spouse's IRA. The maximum additional Purchase Payment is $500 for years 2002-2005, and $1,000 for years 2006 and beyond.

C. *DEDUCTION OF ROLLOVERS, TRANSFERS AND CONVERSIONS* – A deduction is not allowed for rollover, transfer or conversion Purchase Payments to your IRA.

D. *GIFT TAX* – Transfers of your IRA assets to a named Beneficiary(ies) made during your life and at your request may be subject to federal gift tax under Code Section 2501.

E. *SPECIAL TAX TREATMENT* **–** Capital gains treatment and 10-year forward income averaging authorized by Code Section 402 do not apply to IRA distributions.

F. *INCOME TAX TREATMENT* **–** Any withdrawal from your Traditional IRA is subject to federal income tax withholding. Any nonqualified withdrawal of earnings from your Roth IRA may be subject to federal income tax withholding. You may, however, elect not to have withholding apply to your IRA withdrawal. If withholding is applied to your withdrawal, not less than 10 percent of the amount withdrawn must be withheld.

G. *PROHIBITED TRANSACTIONS* **–** If you or your Beneficiary(ies) engage in a prohibited transaction with your IRA, as described in Code Section 4975, your IRA will lose its tax-deferred status. For Traditional IRAs, you must include the value of your account in your gross income for the taxable year you engage in the prohibited transaction. For Roth IRAs, you must generally include the value of the earnings in your account in your gross income for that taxable year. The following transactions are examples of prohibited transactions with your IRA: (1) taking a loan from your IRA; (2) buying property for personal use (present or future) with IRA funds; or (3) receiving certain bonuses or Purchase Payments because of your IRA.

H. *PLEDGING* – If you pledge any portion of your IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and will be included in your gross income for the taxable year in which you pledge the assets. If you pledge your Roth IRA, the amount pledged will be included in income if it represents a taxable portion of the account (i.e., earnings).

I. *LOANS* – The policy loans provision of this Contract shall not be operative.

FEDERAL TAX PENALTIES

A. *EARLY DISTRIBUTION PENALTY* – If you are under age 59½ and receive a nonqualified Roth IRA distribution or Traditional IRA distribution, an additional tax of 10 percent will generally apply to the amount includible in income in the year of distribution. If you are under age 59½ and receive a distribution of conversion amounts from your Roth IRA within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10 percent will generally apply to the amount of the distribution. The additional tax of 10 percent will generally not apply if a distribution is made on account of 1) death, 2) disability, 3) a qualifying rollover, 4) the timely withdrawal of an excess contribution, 5) a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your Beneficiary, 6) medical expenses which exceed 7.5 percent of your adjusted gross income, 7) health insurance payments if you are separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks, 8) certain qualified education expenses, 9) first-home purchases (up to a life-time maximum of $10,000), 10) a levy issued by the IRS, or 11) active military duty (see *Qualified Reservist Distributions*, below). This additional tax will apply only to the portion of a distribution which is includible in your taxable income.

B. *EXCESS PURCHASE PAYMENT PENALTY* – An additional tax of six percent is imposed upon any excess Purchase Payments you make to your IRA. This additional tax will apply each year in which an excess remains in your IRA. An excess Purchase Payment is any Purchase Payment that exceeds the amount that you are eligible to make.

C. *EXCESS ACCUMULATION PENALTY* – As previously described, you must take a required minimum distribution from your Traditional IRA by your required beginning date for the year you attain age 70½ and by the end of each year thereafter. Your Beneficiary(ies) is required to take certain minimum distributions from your IRA after your death. An additional tax of 50 percent is imposed on the amount of the required minimum distribution which should have been taken but was not.

D. *PENALTY REPORTING* – You must file IRS Form 5329 along with your income tax return to the IRS to report and remit any additional taxes.

OTHER

A. *IRS PLAN APPROVAL* – The Endorsement used to establish this IRA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. *ADDITIONAL INFORMATION* – You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAX-FORM or by visiting www.irs.gov on the Internet.

C. *IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ANNUITY* – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an annuity. What this means for you: When you open an annuity, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

D. *HURRICANE-RELATED RELIEF* – If you are an individual who sustained an economic loss due to, or are otherwise considered affected by, hurricane Katrina, Rita or Wilma, you may be eligible for favorable tax treatment on distributions and rollovers from your Roth IRA. Qualified distributions include Roth IRA distributions made on or after specified dates for each hurricane and before January 1, 2007 to a qualified individual. For a complete definition of what constitutes a qualified individual and a qualified hurricane distribution for purposes of hurricane relief, refer to IRS Publication 4492, *Information for Taxpayers Affected by Hurricanes Katrina, Rita and Wilma.*

1. **10 Percent Penalty Exception on Qualified Distributions –** Qualified hurricane distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.

2. **Taxation May be Spread Over Three Years –** If you receive qualified hurricane distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.

3. **Repayment of Qualified Hurricane Distributions –** You may roll over qualified hurricane distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

For further detailed information on tax relief granted for hurricanes Katrina, Rita and Wilma, and other exceptions which may be granted in the future by the IRS, you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements*, by calling 1-800-TAXFORM, or by visiting www.irs.gov on the Internet.

E. *QUALIFIED RESERVIST DISTRIBUTIONS* – If you are a qualified reservist called to active duty, you may be eligible to take penalty-free distributions from your IRA and recontribute those amounts to an IRA generally within a two-year period from your date of return. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

F. *CHARITABLE DISTRIBUTIONS* – If you are age 70½ or older, you may make tax-free distributions of up to $100,000 per year directly from your IRA to certain charitable organizations. Special tax rules may apply. This provision applies to distributions during tax years 2008 and 2009, or until such later time as extended by Congress. For further detailed information you may wish to obtain IRS Publication 590, *Individual Retirement Arrangements* from the IRS.

G. *HEARTLAND DISASTER RELATED TAX RELIEF* – If you are an individual who has sustained an economic loss due to, or are otherwise considered affected by, the severe storms, tornadoes and flooding that occurred in the Midwestern disaster area, you may be eligible for favorable tax treatment on distributions and rollovers from your IRA. Qualified disaster recovery assistance distributions include IRA distributions made on or after specified dates for each disaster, and before January 1, 2010 to a qualified individual. For more information on this tax relief, refer to IRS Publication 4492-B, *Information for Affected Taxpayers in the Midwestern Disaster Area*.

1. **10 Percent Penalty Exception on Qualified Distributions** – Qualified disaster recovery assistance distributions are not subject to the 10 percent early distribution penalty tax. This penalty exception applies only to the first $100,000 of qualified distributions to each individual.
2. **Taxation May be Spread Over Three Years** – If you received qualified disaster recovery assistance distributions, you may elect to include the distribution in your gross income ratably over three years, beginning with the year of the distribution.
3. **Repayment of Qualified Disaster Recovery Assistance Distributions** – You may roll over qualified disaster recovery assistance distributions to an eligible retirement plan, and avoid federal income taxation, within three years of the date of receipt of the distribution. The 60-day rollover rule does not apply to these distributions.

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/12/2011	Form	Traditional Roth SEP IRA Endorsement	01/31/2012	RSE-0088_1211_Revised_Trad_Roth_SEP.pdf (Superceded)
12/21/2011	Form	SIMPLE IRA Endorsement	01/31/2012	RSE-0089_1211_SIMPLE_Endorsement_Revised_20111220.pdf (Superceded)
12/12/2011	Supporting Document	Statement of Variability	01/30/2012	Non-Compact_SOV_Revised_20111207.pdf (Superceded)
12/21/2011	Supporting Document	RSE-0089 12/11 Redline	01/31/2012	RSE-0089_1211_SIMPLE_Endorsement_Redline_20111220.pdf (Superceded)
12/12/2011	Form	SIMPLE IRA Endorsement	12/21/2011	RSE-0089_1211_SIMPLE_Endorsement_Revised.pdf (Superceded)

TRADITIONAL / ROTH / SEP
INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a Traditional IRA under Code Section 408(b) or a Roth IRA under Code Sections 408A and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply, except for those definitions and provisions in this Endorsement describing features not included in your Contract. In no event will this Endorsement operate as both a Traditional IRA and a Roth IRA.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a Traditional IRA or Roth IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a Traditional IRA or Roth IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable, and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only):*

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] offered within your Contract until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Compensation:* For purposes of sections 3.01 and 4.01 of this Endorsement, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on Purchase Payments, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA Purchase Payment.

2.04 *Contract:* The annuity Contract to which this Endorsement is attached.

2.05 *Endorsement:* This IRA Endorsement, which is a part of the Contract to which it is attached.

2.06 *IRA:* Either a Traditional IRA or Roth IRA unless otherwise indicated.

2.07 *Owner:* The individual who participates in this IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee " and/or "Annuitant" within Contract refers to the Owner.

2.08 *Symetra:* Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.09 *Purchase Payment:* Any payments made to the IRA.

2.10 *Roth IRA:* An individual retirement annuity as defined in Code Sections 408A and 408(b).

2.11 *Regulations:* Treasury regulations.

2.12 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.13 *Traditional IRA:* An individual retirement annuity as defined in Code Section 408(b).

ARTICLE III – PROVISIONS GOVERNING TRADITIONAL IRAS

This Article III shall only apply if this IRA has been designated by the Owner on the application as a Traditional IRA.

3.01 *Maximum Permissible Purchase Payments* Symetra may accept Purchase Payments on behalf of the Owner for a tax year of the Owner.

A. Regular Purchase Payments. Except in the case of a rollover Purchase Payment (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Purchase Payment made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code Section 408(k), no Purchase Payments will be accepted unless they are in cash, and the total of such Purchase Payments shall not exceed the lesser of 100 percent of the Owner's Compensation, or $5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Purchase Payment limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

If the Owner makes regular Purchase Payments to both Traditional and Roth IRAs for a taxable year, the maximum regular Purchase Payments that can be made to all the Owner's Traditional IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Roth IRAs for the taxable year.

B. Catch-Up Purchase Payments. In the case of a Owner who is age 50 or older by the close of the taxable year, the annual Purchase Payment is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

C. Additional Purchase Payments. In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an Owner may make additional Purchase Payments specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

D. Employees of Certain Bankrupt Employers. In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes Purchase Payments under this section may not also make catch-up Purchase Payments.

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

F. Inherited IRA. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), no additional Purchase Payments will be accepted.

3.02 *Distribution Requirements*

A. Owner Distributions. Notwithstanding any provision of this Traditional IRA to the contrary, the distribution of the Owner's interest in the Traditional IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Traditional IRA (as determined under Section 3.02(A)(4) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 3.02(A)(1), (2) and (3) and Section 3.02(B) of this Endorsement.

1. The entire interest of the Owner for whose benefit the Traditional IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

   a. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or

   b. a period certain not extending beyond the one Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

   Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 3.02(A)(2) and (A)(3) of this Endorsement do not apply.

2. The distribution periods described in Section 3.02(A)(1) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.

3. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

4. The "interest" in the Traditional IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.

5. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. **Death on or after Required Beginning Date.** If the Owner dies on or after required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.
2. **Death before Required Beginning Date.** If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:
   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If this is an inherited Traditional IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.
   b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 3.02(B)(2)(c) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
   c. If there is no designated beneficiary, or, if applicable by operation of Section 3.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 3.02(B)(2)(b) of this Endorsement).
   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 3.02(B)(2)(a) or (b) of this Endorsement and reduced by one for each subsequent year.
3. The "interest" in the Traditional IRA for purposes of Section 3.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Traditional IRA, such as guaranteed death benefits.
4. For purposes of Sections 3.02(B)(1) and (2) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 3.02(B)(2)(b) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Traditional IRA as his or her own Traditional IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Traditional IRA, makes a Purchase Payment to the Traditional IRA or fails to take required distributions as a Beneficiary.
6. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE IV – PROVISIONS GOVERNING ROTH IRAS

This Article IV shall apply if this IRA has been designated by the Owner on the application as a Roth IRA.

4.01 *Purchase Payment Limits*

A. Maximum Permissible Amount. Except in the case of a qualified rollover contribution (as described in Section 4.01(G) of this Endorsement) or a recharacterization (as described in Section 4.01(F) of this Endorsement), no Purchase Payment will be accepted unless it is in cash, and the total of such Purchase Payments to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 4.02(B) of this Endorsement), or the Owner's Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Purchase Payment described in the previous sentence that may not exceed the lesser of the applicable amount of the Owner's Compensation is referred to as a regular Purchase Payment. However, notwithstanding the preceding limits on Purchase Payments, an Owner may make additional Purchase Payments specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Purchase Payments may be limited under Sections 4.01(C), (D) and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Owner is under age 50, the applicable amount is $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Purchase Payment limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

2. If the Owner is 50 or older, the applicable amount under Section 4.01(B)(1) of this Endorsement is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

3. If the Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.02(A) of this Endorsement is increased by $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this Section 4.01(B)(3) may not also make contributions under Section 4.01(B)(2).

C. **Regular Purchase Payment Limit.** The maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If an Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Purchase Payment that can be made to all the Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Purchase Payment	Phase-Out Range MAGI	No Purchase Payment
Single or Head of Household	$95,000 or less	Between $95,000 and $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,000 and $160,000	$160,000 or more
Married – Separate Return	$0	Between $0 and $10,000	$10,000 or more

An Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Purchase Payment determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of $1,000.

2. If the Owner makes regular Purchase Payments to both Roth and Traditional IRAs for a taxable year, the maximum regular Purchase Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Purchase Payments made to the Owner's Traditional IRAs for the taxable year.

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

E. **Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Purchase Payments will be accepted.

F. **Recharacterization.** A regular Purchase Payment to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Purchase Payment to this Roth IRA, subject to the limits in Section 4.01(C) of this Endorsement.

G. **Qualified Rollover Contribution.** A qualified rollover contribution is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes Sections 4.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the contribution is made within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).

2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the

contribution is made within 180 days of receiving the payment.

4.02 *Distribution Requirements*

A. Owner Distributions. No amount is required to be distributed from the Contract prior to the death of the Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code section 408(d)(3)(C), this Section does not apply.

B. Beneficiary Rights. If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

1. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under Section 4.02(B)(3) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B)(2), (3), (4) and (5) of this Endorsement.

2. Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

   a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the designated beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

   b. If the Owner's designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(2)(c) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(2)(c) of this Endorsement.

      If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

   c. If there is no designated beneficiary, or if applicable by operation of Section 4.02(B)(2)(a) or (b) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2)(b) of this Endorsement).

   d. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the designated beneficiary's age in the year specified in Section 4.02(B)(2)(a) or (b) of this Endorsement, and reduced by one for each subsequent year.

3. The "interest" in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

4. For purposes of Section 4.02(B)(2)(b) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such section. 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 Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.

5. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Purchase Payment to the Roth IRA or fails to take required distributions as a Beneficiary.

6. The required minimum distributions payable to a designated beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds

from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.

7. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – PROVISIONS GOVERNING BOTH TRADITIONAL AND ROTH IRAS

5.01 *Reporting:* The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) (pertaining to Roth IRAs), Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

5.02 *Amendments:* Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.

5.03 *Responsibility of the Parties:* Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only)*:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* Means Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments*. The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the

Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

1. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or
2. a period certain not extending beyond the Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.

D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

E. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner's employer, the Owner must be permitted to transfer the Owner's balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. **Death on or after Required Distributions Commence**. If the Owner dies on or after the required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.

B. **Death before Required Distributions Commence**. If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

1. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
2. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in

the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The “interest” in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner’s required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the designated beneficiary is the Owner’s surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.

G. Symetra will not be liable for any penalties or taxes related to the Beneficiary’s failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner’s employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

a. Symetra provides a summary description directly to the Owner, or

b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner’s employer provides the Owner with all other required information.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra that he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

Statement of Variability

Symetra Life Insurance Company Dec. 7, 2011
NAIC # 68608/ FEIN #91-0742147

Form: RSE-0088 12/11
RSE-0089 12/11

The variability for bracketed items in the above-referenced forms is provided below. This Statement of Variability reflects bracketing of items that will vary based upon policy specific information. In addition, this Statement of Variability also reflects bracketing of items that Symetra Life Insurance Company might vary within the range provided for future issues without requiring a re-filing. We have bracketed these items so we may more quickly respond to changes in the market, in company experience, or in the regulatory environment. Any changes made in such items will be determined based on sound actuarial practice and administered in a uniform and non-discriminatory manner. With the exception of the current Company and address, such variable information will not be changed for issued policies, only for new issues.

Field	Explanation of Variation
[Officer Signature]	Displays the signature of the current officer.
[Officer Name]	Displays the printed names of the current officer.
[Officer Title]	Displays the titles of the current officer.
Section 1.03 [then available Money Market Portfolio/Fixed Account]	We will potentially have two versions depending upon the product. One version will use the Money Market language and another that would use the Fixed Account language depending upon the product offering. This also addresses any potential issues should our Money Market fund provider change in the future.

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose. The Owner shall comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only)*:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* Means Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments*. The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the

Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

1. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or
2. a period certain not extending beyond the Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.

D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

E. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner's employer, the Owner must be permitted to transfer the Owner's balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. **Death on or after Required Distributions Commence**. If the Owner dies on or after the required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.

B. **Death before Required Distributions Commence**. If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

1. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
2. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in

the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The "interest" in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.

G. Symetra will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

a. Symetra provides a summary description directly to the Owner, or

b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner's employer provides the Owner with all other required information.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra that he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company

[Thomas M. Marra]
[President]

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by Symetra, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b), as indicated on the application, through which the Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement. The Owner has established this IRA to provide for the Owner's retirement and for the support of his or her Beneficiary(ies) after death. You, the Owner, adopted this Endorsement as part of the application to the Contract. The Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

If this Endorsement is being provided to the Owner to amend a previously issued Contract qualified as a SIMPLE IRA, then this Endorsement amends only those provisions of the Contract (including any endorsement to such Contract) that affect the Contract's continued qualification as a SIMPLE IRA. All other provisions of the Contract (including any endorsements thereto) remain unchanged.

1.02 *Ownership Provisions:* The Owner's interest in the Contract is nonforfeitable and the Contract is nontransferable and the Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 *Right to Examine the Contract (For Contracts issued as individual deferred variable annuity Contracts only)*:

If for any reason you are not satisfied with this Contract, you may return the Contract to Symetra at the address listed on the application, or to the registered representative who sold you this Contract.

You may return your Contract during the right to examine period stated on the cover page of your Contract, a period of 10 days or longer as required in your state. If returned, Symetra will refund the greater of your contract value or your Purchase Payments.

We reserve the right to allocate Purchase Payments designated for the various portfolios to the [then available money market portfolio/fixed account] until the Contract is 15 days old.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Beneficiary:* The individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the Owner.

2.02 *Code:* The Internal Revenue Code of 1986, as amended from time to time.

2.03 *Contract:* The annuity Contract to which this Endorsement is attached.

2.04 *Endorsement:* This SIMPLE IRA Endorsement, which is a part of the Contract to which it is attached.

2.05 *IRA:* A SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.

2.06 *Symetra:* Means Symetra Life Insurance Company, except in New York. In New York, *Symetra* means First Symetra National Life Insurance Company of New York.

2.07 *Purchase Payment:* Any payments made to the SIMPLE IRA.

2.08 *Regulations:* Treasury regulations.

2.09 *SIMPLE IRA:* An IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.10 *Owner:* The individual who participates in this SIMPLE IRA, thereby owning the Contract. The Annuitant is the Owner. Any reference to "payee" and/or "Annuitant" within the Contract refers to the Owner.

ARTICLE III – PURCHASE PAYMENTS

3.01 *Permissible Purchase Payments*. The only Purchase Payments permitted to this Contract are cash Purchase Payments under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfer of assets from another SIMPLE IRA of the Owner. No other Purchase Payments will be accepted. Both elective deferrals and employer Purchase Payments may be permitted. Purchase Payments shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Owner Distributions*

A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Sections (B), (C) and (D) below and Article 4.02.

B. The entire interest of the Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over

1. the Owner's life or the lives of such Owner and his or her designated beneficiary(ies), or
2. a period certain not extending beyond the Owner's life expectancy or the joint and last survivor expectancy of such Owner and his or her designated beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(C) and (D) of this Endorsement do not apply.

C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Section 1.401(a)(9)-6.

D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

E. Symetra will not be liable for any penalties or taxes related to the Owner's failure to take a required minimum distribution.

F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the Owner's employer, the Owner must be permitted to transfer the Owner's balance without cost or penalty (within the meaning of Section 408(p)(7)) to another SIMPLE IRA of the Owner that is qualified under Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

G. Prior to the expiration of the two-year period beginning on the date the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this two-year period may be subject to a 25-percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code Section 408(a), (b) or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. **Death on or after Required Distributions Commence**. If the Owner dies on or after the required distributions commence, the remaining portion of such Owner's interest will continue to be distributed under the Contract option chosen.

B. **Death before Required Distributions Commence**. If the Owner dies before required distributions commence, such Owner's entire interest will be distributed at least as rapidly as follows:

1. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
2. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
3. If there is no designated beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The “interest” in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the Owner’s required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

E. If the designated beneficiary is the Owner’s surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, makes a Purchase Payment to the SIMPLE IRA (permitted under the Purchase Payment rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

F. The required minimum distributions payable to a designated beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Section 1.408-8.

G. Symetra will not be liable for any penalties or taxes related to the Beneficiary’s failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Owner agrees to provide Symetra with information necessary for Symetra to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

Symetra shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Purchase Payments made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner’s employer are received directly by Symetra from the employer, Symetra will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, Symetra will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

a. Symetra provides a summary description directly to the Owner, or

b. Symetra provides its name, address and withdrawal procedures to the Owner and the Owner’s employer provides the Owner with all other required information.

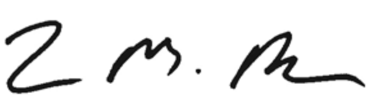
ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Owner. The Owner will be deemed to have consented to any other amendment unless the Owner notifies Symetra that he or she does not consent within 30 days from the date Symetra mails the amendment to the Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

Symetra shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Purchase Payments to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

Symetra Life Insurance Company



[Thomas M. Marra]
[President]