
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

February 23, 2011

Symetra Financial Corporation

(Exact name of registrant as specified in its charter)

Delaware

001-33808

20-0978027

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

777 108th Avenue NE, Suite 1200, Bellevue,
Washington

98004

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(425) 256-8000

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective February 18, 2011, pursuant to the terms of the Symetra Financial Corporation Equity Plan, the independent sub-committee of the Compensation Committee of the Board of Directors of Symetra Financial Corporation (the "Company") approved a grant of 29,409 restricted shares of common stock and an award of 3,500 performance units to Thomas M. Marra, president and CEO of the Company.

On February 18, 2011, the Company and Mr. Marra entered into a Restricted Stock Agreement and a Performance Unit Award Agreement setting forth the terms of the restricted stock grant and performance unit award. The restrictions applicable to the restricted stock will lapse on December 31, 2012 provided that Mr. Marra remains employed with the Company through such vesting date. Notwithstanding the foregoing, upon a Termination Without Cause or termination of Mr. Marra's employment by the Company due to Mr. Marra's death or disability, the following amounts of restricted stock will vest and the restrictions shall lapse: if such termination is on or after February 18, 2011 but prior to December 31, 2011, the restrictions with respect to one-third of the restricted stock shall lapse, or if such termination is on or after the December 31, 2011 but prior to December 31, 2012, the restrictions with respect to two-thirds of the restricted stock shall lapse. The performance unit award relates to the 2011-2012 performance cycle.

The foregoing is a summary of the material terms of the Restricted Stock Agreement and the Performance Unit Award Agreement and do not purport to be complete, and, therefore, are qualified in their entirety by reference to the copies of such agreements filed herewith as Exhibit 10.1 and 10.2 respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Restricted Stock Agreement between Thomas M. Marra and Symetra Financial Corporation, dated February 18, 2011.

10.2 Performance Unit Award Agreement between Thomas M. Marra and Symetra Financial Corporation, dated February 18, 2011.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Symetra Financial Corporation

February 23, 2011

By: /s/ George C. Pagos

Name: George C. Pagos

Title: Senior Vice President, General Counsel and Secretary

Exhibit Index

Exhibit No.	Description
10.1	Restricted Stock Agreement between Thomas M. Marra and Symetra Financial Corporation, dated February 18, 2011
10.2	Performance Unit Award Agreement between Thomas M. Marra and Symetra Financial Corporation, dated February 18, 2011

**RESTRICTED STOCK AGREEMENT
PURSUANT TO THE
SYMETRA FINANCIAL CORPORATION EQUITY PLAN**

THIS RESTRICTED STOCK AGREEMENT (this "Agreement") made as of the 18th day of February, 2011 (the "Grant Date") by and between Symetra Financial Corporation, a Delaware corporation (the "Company"), and Thomas M. Marra (the "Executive").

WHEREAS, pursuant to the Symetra Financial Corporation Equity Plan (the "Plan"), the Executive has been granted an award of 29,409 Shares (as defined in the Plan) that are subject to certain restrictions on transfer and risks of forfeiture (the "Restricted Stock") on the Grant Date on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in consideration for this award of Restricted Stock, the Executive agrees to accept the restrictions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Plan. As used in this Agreement, the following terms shall have the meanings set forth below:

"Restrictions" means restrictions on sale or other transfer set forth in Section 5 and the risks of forfeiture set forth in Section 2.

SECTION 2. Vesting and Delivery. (a) Vesting. The Executive's rights with respect to the Restricted Stock shall become vested, and the Restrictions with respect to such Restricted Stock shall lapse, on December 31, 2012; provided that the Executive must be employed by the Company or an affiliate thereof on such date in order for the Executive's rights with respect to the Restricted Stock to become vested, except as otherwise determined by the Committee in its sole discretion or as otherwise provided in Section 2(b) below. Except as provided in Section 2(b) below, all unvested Restricted Stock shall be forfeited by the Executive upon a termination of the Executive's employment for any reason.

(b) Upon a Termination Without Cause or termination of the Executive's employment by the Company due to the Executive's death or Disability, the Executive's rights with respect to the following amounts of Restricted Stock shall become vested and the Restrictions with respect to such amounts of Restricted Stock shall lapse:

(i) If such termination of employment is on or after the Grant Date but prior to December 31, 2011, the Restrictions with respect to one-third of the Restricted Stock shall lapse.

(ii) If such termination of employment is on or after December 31, 2011 but prior to December 31, 2012, the Restrictions with respect to two-thirds of the Restricted Stock shall lapse.

(c) Delivery of Shares. On and following the date of this Agreement, Restricted Stock may be evidenced in such manner as the Company may determine. If certificates representing Restricted Stock are registered in the Executive's name, such certificates must bear an appropriate legend referring to the terms, conditions and restrictions (including the Restrictions) applicable to such Restricted Stock, until such time, if any, as the Executive's rights with respect to such Restricted Stock become vested and the Restrictions with respect to such Restricted Stock lapse. Upon the vesting of the Executive's rights with respect to such Restricted Stock, the Company or other custodian, as applicable, shall deliver such certificates to the Executive or the Executive's legal representative.

SECTION 3. Withholding, Section 83(b) Election, Consents and Legends. (a) Withholding. The Company shall be entitled to require, as a condition to the release of Restricted Stock that vests pursuant to this Agreement, that the Executive remit an amount in cash sufficient to satisfy all applicable withholding taxes relating thereto as determined by the Company; provided that, the Company may elect to allow the Executive to satisfy the obligation to pay any such withholding tax, in whole or in part, (i) by having the Company retain Shares upon the vesting of Restricted Stock to cover the amount of such withholding tax or (ii) by delivery to the Company by the Executive of previously owned and unrestricted Shares, in each case, in an amount having a value determined by the Company equal to such withholding tax. Notwithstanding the foregoing, the Company and each of its Affiliates shall have the right and are hereby authorized to withhold the amount (in cash or, in the discretion of the Committee, Shares, other securities, other awards or other property) of any applicable withholding taxes as determined by the Company in respect of the Restricted Stock and to take such other action as may be necessary in the discretion of the Committee to satisfy all obligations for the payment of such taxes.

(b) Section 83(b) Election. The Executive shall be permitted to make an election under Section 83(b) of the Code or under a similar provision of law. If the Executive makes such an election, the Executive shall notify the Company of such election within ten days of filing notice of the election with the Internal Revenue Service or other governmental authority, in addition to any filing and notification required pursuant to regulations issued under Section 83(b) of the Code or any other applicable provision.

(c) Consents. The Executive's rights in respect of the Restricted Stock are conditioned on the receipt to the full satisfaction of the Committee of any consents or other legal requirements that the Committee may determine to be necessary or advisable (including, without limitation, the Executive consenting to the Company's supplying to any third-party recordkeeper of the Plan

such personal information as the Committee deems advisable to administer the Plan and compliance with any Company trading restrictions or trading policies).

(d) Legends. The Company may affix to certificates for Shares issued pursuant to this Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which the Executive may be subject under any applicable securities laws). The Company may advise the transfer agent to place a stop order against any legended Shares.

(e) Registration. Notwithstanding any provision of this Agreement to the contrary, if at any time the Committee determines, in its sole discretion, that the listing, registration or qualification of Shares issuable under this Agreement under any state or Federal law or on any securities exchange on which the Shares are traded or inter-dealer quotation system on which the Shares are quoted or the consent or approval of any governmental regulatory body is necessary as a condition of, or in connection with, delivery of Shares issuable under this Agreement, such Shares may not be delivered in whole or in part (and any attempt to deliver or to transfer any vested Shares to the Executive shall be null and void) unless such listing, registration, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Committee.

SECTION 4. Voting Rights; Dividend Equivalents. Prior to the date on which the Executive's rights with respect to a Restricted Share have become vested, the Executive shall be entitled to exercise voting rights with respect to such Restricted Share and shall be entitled to receive dividends or other distributions with respect thereto.

SECTION 5. Non-Transferability of Restricted Stock. Unless otherwise provided by the Committee in its discretion, Restricted Stock may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered, except as provided in Section 20(b) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment or other encumbrance of a Restricted Share in violation of the provisions of this Section 5 and Section 20(b) of the Plan shall be null and void.

SECTION 6. Rights of the Executive. None of the Restricted Stock, the execution of this Agreement and the delivery of any vested Shares shall confer upon the Executive any right to, or guarantee of, continued employment by the Company or any of its affiliates, or in any way limit the right of the Company or any of its affiliates to terminate the employment of the Executive at any time, subject to the terms of any written employment or similar agreement between the Company or any of its affiliates and the Executive. The Restricted Stock shall not be treated as compensation for purposes of calculating the Executive's rights under any employee benefit plan, except to the extent expressly provided in any such plan.

SECTION 7. Relation to Plan. The Restricted Stock hereby granted are subject to, and the Company and the Executive agree to be bound by, all of the terms and conditions of the Plan, as the same may be amended from time to time in accordance with the terms thereof, but no such amendment shall be effective as to the Restricted Stock without the Executive's consent insofar as it may materially and adversely affect the Executive's rights under this Agreement. Except as otherwise provided herein, the Committee shall have sole discretion to determine whether the events or conditions described in this Agreement have been satisfied and to make all other interpretations, constructions and determinations required under this Agreement and all such determinations by the Committee shall be final, binding and conclusive. In the event of any conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail, and the Agreement shall be deemed to be modified accordingly.

SECTION 8. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, to:

Senior Vice President, Human Resources
Symetra Financial Corporation
777 108th Ave NE Suite 1200
Bellevue, Washington 98004

with a copy to:

General Counsel
Symetra Financial Corporation
777 108th Ave NE Suite 1200
Bellevue, Washington 98004

If to the Executive, to the address on file with the Company or any of its affiliates.

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

SECTION 9. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

SECTION 10. Executive's Undertaking. The Executive hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Executive pursuant to the provisions of this Agreement.

SECTION 11. Compliance with Law. Any Shares issuable pursuant this Agreement will be issued after there has been compliance with such laws and regulations as the Company may deem applicable. The Executive agrees to comply with all applicable laws and regulations in each jurisdiction in which the Executive acquires, offers, sells or delivers the Restricted Stock or Shares issuable pursuant to this Agreement, in all cases at the Executive's own expense. Upon the acquisition of any Shares pursuant to this Agreement, the Executive will make or enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or this Agreement.

SECTION 12. Amendment. This Agreement may not be amended, terminated, suspended or otherwise modified except in a written instrument, duly executed by both parties.

SECTION 13. Professional Advice. The acceptance and delivery of Shares under this Agreement may have consequences under Federal and state tax and securities laws that may vary depending upon the individual circumstances of the Executive. Accordingly, the Executive acknowledges that the Executive has been advised to consult his personal legal and tax advisor in connection with this Agreement and the Restricted Stock.

SECTION 14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of New York without regard to its conflict of laws principles, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

SECTION 15. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

SECTION 16. Entire Agreement. This Agreement and the other writings incorporated by reference herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

SECTION 17. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law. The Executive agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of this Agreement (whether in whole or in part) is void or constitutes an unreasonable restriction against the Executive, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as such court may determine constitutes a reasonable restriction under the circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Grant Date.

SYMETRA FINANCIAL CORPORATION

By /s/ Christine A. Katzmar Holmes
Christine A. Katzmar Holmes
Senior Vice President, Human Resources

EXECUTIVE

/s/ Thomas M. Marra
Thomas M. Marra

Performance Unit Award Agreement
Pursuant to the Symetra Financial Corporation Equity Plan
2011-2012 Grant

THIS PERFORMANCE UNIT AWARD AGREEMENT (this “Agreement”) is made, effective as of the 18th day of February, 2011 (the “Grant Date”), between Symetra Financial Corporation (the “Company”) and Thomas M. Marra (the “Participant”).

WHEREAS, pursuant to the Symetra Financial Corporation Equity Plan (the “Plan”), the Participant has been granted an award of 3,500 Performance Units (as defined in the Plan) as of the Grant Date, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in consideration for this award of Performance Units, the Participant agrees to accept the restrictions set forth herein;

NOW THEREFORE, in consideration of mutual covenants the parties hereto agree as follows:

1. **Definitions:** Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Plan. As used in this Agreement, the following terms shall have the meanings set forth below:

“Annualized Return on Equity” means the Company’s average annual return on equity over the Award Period (as defined below).

“Earned Value” means the product of (a) the Value of the Performance Units (as determined pursuant to Section 3 below) and (b) the Performance Percentage (as determined pursuant to Section 5 below).

“Minimum Threshold” means the average daily yield on the 10 Year Treasury Note (as reported in the Bloomberg GT10 index) over the Award Period.

“Modified Operating Income” means the total of (a) net income minus (b) realized gains/(losses) minus (c) hedge fund investment income plus (d) 30 Year ‘A’ Bond investment income (as reported in the Bloomberg C00730 index) substituted for equities/hedge fund performance (valued quarterly), each as calculated on an after-tax basis.

“Modified Operating Return on Equity” means (a) Modified Operating Income divided by (b) the Company’s GAAP Book Value as of the first business day of the applicable calendar year .

2. **Award Period:** The Award Period shall be January 1, 2011 through December 31, 2012.

3. **Value of Performance Units:** On the Grant Date, each Performance Unit shall have a Value of \$100.00. Thereafter, except as provided in Section 8(b) below, each Performance Unit shall have a Value equal to result of the following equation: $\$100.00 \times (1.00 + \text{annualized Modified Return on Equity})^2$.

4. **Performance Objective:** The Performance Objective shall be annualized Modified Operating Return on Equity over the Award Period.

5. **Performance Percentage:** The Performance Percentage shall be dependent on the extent to which the Performance Objective is attained, and shall be determined as follows:

Performance Objective	Performance Percentage
7% or lower	0%
12%	100%
17% or higher	200%

For annualized percentage growth between 7% and 17%, the Performance Percentage will be determined on the basis of straight line interpolation.

6. **Award Payment:** Subject to Section 9(g) of the Plan and Sections 7 and 8 of this Agreement, as soon as practicable following the end of the Award Period (but in no event later than March 15 of the year following the last day of the Award Period), the Committee shall cause an amount equal to the Earned Value of the Performance Units earned by the Participant to be paid, in cash, to such Participant or his or her beneficiary; provided, however, that the Participant shall not be entitled to any payment with respect to the Performance Units unless the Company’s Annualized Return on Equity exceeds the Minimum Threshold.

7. **Termination of Employment:** (a) Except as provided in Sections 7(b) and 8 of this Agreement, the Performance Units shall be canceled, and no payment shall be payable hereunder, if the Participant’s continuous employment with the Company or any of its subsidiaries shall terminate for any reason prior to the end of the Award Period.

(b) If the Participant shall die, become Disabled, be granted a leave of absence or retire, or if the Participant’s continuous employment with the Company or any of its subsidiaries is otherwise terminated in a manner not seriously detrimental to the Company, in each case as determined by the Committee, the Performance Units shall be immediately canceled; provided that, the

Committee, in its sole discretion, may determine to make a payment to the Participant in respect of some or all of such canceled Performance Units.

8. Change in Control: (a) If, within 24 months after a Change in Control, the Participant experiences a Termination Without Cause or a Constructive Termination, then with respect to Performance Units that were outstanding on the date of the Termination Without Cause or the Constructive Termination, each such Performance Unit shall be immediately canceled and, in respect thereof, the Participant shall be entitled to receive a payment equal to the product of (i) the number of Performance Units, multiplied by (ii) the Value of a Performance Unit on the date the Termination Without Cause or the Constructive Termination occurs (calculated pursuant to Section 8(b) below)), multiplied by (iii) a Performance Percentage determined based on the extent to which the Performance Objective has been achieved as of the last day of the calendar quarter ending prior to the date the Termination Without Cause or the Constructive Termination occurs.

(b) For purposes of clause (ii) of Section 8(a) above, the Value of a Performance Unit shall be calculated pursuant to the second sentence of Section 3 above, except that the Value shall be annualized through the last day of the calendar quarter ending prior to the date of the Termination Without Cause or the Constructive Termination.

(c) If, following a Change in Control, the Participant's employment remains continuous through the end of an Award Period, then the Participant shall be paid with respect to such Performance Units for which he or she would have been paid had there not been a Change in Control and the Earned Value shall be determined in accordance with Section 6 above.

9. Successor Requirement: This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company shall request any purchaser of a business unit in which the Participant is employed (a "Purchaser"), to fully assume the obligations of the Company under this Agreement. If a Purchaser declines to assume such obligations, the Company shall remain obligated under the terms of this Agreement and the Committee, in its sole discretion, may elect to cancel the Agreement and to make a payment based on the applicable measures at the time of purchase.

10. Withholding: The Company shall be entitled to require, as a condition to any payment with respect to the Performance Units, that the Participant remit an amount in cash sufficient to satisfy all applicable withholding taxes relating thereto as determined by the Company; provided that, the Company may elect to allow the Participant to satisfy the obligation to pay any such withholding tax, in whole or in part, by having the Company retain cash upon the payment of the Participant's Earned Value to cover the amount of such withholding tax. Notwithstanding the foregoing, the Company and each of its affiliates shall have the right and are hereby authorized to withhold the amount (in cash or, in the discretion of the Committee, Shares, other securities, other awards or other property) of any applicable withholding taxes as determined by the Company in respect of the Performance Units and to take such other action as may be necessary in the discretion of the Committee to satisfy all obligations for the payment of such taxes.

11. Non-Transferability of Performance Units: Unless otherwise provided by the Committee in its discretion, the Performance Units may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered, except as provided in Section 20(b) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment or other encumbrance of a Performance Unit in violation of the provisions of this Section 11 and Section 20(b) of the Plan.

12. Rights of the Participant: None of the Performance Units, the execution of this Agreement and the delivery of any payment with respect to the Performance Units shall confer upon the Participant any right to, or guarantee of, continued employment by the Company or any of its affiliates, or in any way limit the right of the Company or any of its affiliates to terminate the employment of the Participant at any time, subject to the terms of any written employment or similar agreement between the Company or any of its affiliates and the Participant. The Performance Units shall not be treated as compensation for purposes of calculating the Participant's rights under any employee benefit plan, except to the extent expressly provided in any such plan.

13. Relation to Plan: The Performance Units hereby granted are subject to, and the Company and the Participant agree to be bound by, all of the terms and conditions of the Plan, as the same may be amended from time to time in accordance with the terms thereof, but no such amendment shall be effective as to the Performance Units without the Participant's consent insofar as it may materially and adversely affect the Participant's rights under this Agreement. Except as otherwise provided herein, the Committee shall have sole discretion to determine whether the events or conditions described in this Agreement have been satisfied and to make all other interpretations, constructions and determinations required under this Agreement and all such determinations by the Committee shall be final, binding and conclusive. In the event of any conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable terms and provisions of the Plan shall govern and prevail, and the Agreement shall be deemed to be modified accordingly.

14. Designation of Beneficiary by Participant: A Participant may name a beneficiary to receive any payment to which he/she may be entitled in respect of this Agreement in the event of his/her death, by notifying the Company. A Participant may change his/her beneficiary from time to time in the same manner. If the Participant has not designated a beneficiary or if no designated beneficiary is living on the date on which any amount becomes payable to a Participant's beneficiary, that amount shall be paid to the Participant's estate.

15. Notices: All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or when telecopied (with confirmation of transmission received by the sender), three business days after being sent by certified mail, postage prepaid, return receipt requested or one business day after being delivered to a nationally recognized overnight courier with next day delivery specified to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, to:

Senior Vice President, Human Resources
Symetra Financial Corporation
777 108th Ave NE Suite 1200
Bellevue, Washington 98004

with a copy to:

General Counsel
Symetra Financial Corporation
777 108th Ave NE Suite 1200
Bellevue, Washington 98004

If to the Participant, to the address on file with the Company or any of its affiliates.

Notices sent by email or other electronic means not specifically authorized by this Agreement shall not be effective for any purpose of this Agreement.

16. Waiver of Breach: The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

17. Participant's Undertaking: The Participant hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the provisions of this Agreement.

18. Amendment: This Agreement may not be amended, terminated, suspended or otherwise modified except in a written instrument, duly executed by both parties.

19. Professional Advice: The acceptance and delivery of Performance Units under this Agreement may have consequences under Federal and state tax and securities laws that may vary depending upon the individual circumstances of the Participant. Accordingly, the Participant acknowledges that the Participant has been advised to consult his personal legal and tax advisor in connection with this Agreement and the Performance Units.

20. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of New York without regard to its conflict of laws principles, and shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto.

21. Counterparts: This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

22. Entire Agreement: This Agreement and the other writings incorporated by reference herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

23. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law. The Participant agrees that in the event that any court of competent jurisdiction shall finally hold that any provision of this Agreement (whether in whole or in part) is void or constitutes an unreasonable restriction against the Participant, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as such court may determine constitutes a reasonable restriction under the circumstances.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Grant Date.

Participant

/s/ Thomas M. Marra
Thomas M. Marra

Symetra Financial Corporation

By: /s/ Christine A. Katzmar Holmes
Christine A. Katzmar Holmes
Senior Vice President, Human Resources