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

April 1, 2013
Date of Report
(Date of earliest event reported)

GENWORTH FINANCIAL, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-32195	80-0873306
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

6620 West Broad Street, Richmond, VA	23230
(Address of principal executive offices)	(Zip Code)

(804) 281-6000
(Registrant's telephone number, including area code)

N/A
(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 (see General Instruction A.2 below):

☐ 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))

EXPLANATORY NOTE

As disclosed below, on April 1, 2013 (pursuant to a previously announced plan to implement a holding company reorganization), Genworth Financial, Inc., a Delaware corporation (formerly named Sub XLVI, Inc., and referred to herein as "Genworth"), became the successor issuer to Genworth Holdings, Inc., a Delaware corporation (formerly named Genworth Financial, Inc., and referred to herein as "Old Genworth"). This Current Report on Form 8-K (the "Form 8-K") is being filed for the purpose of establishing Genworth as the successor issuer pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and to disclose certain related matters. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of Genworth Class A Common Stock, par value $0.001 per share ("Genworth Class A Common Stock"), as successor issuer, are deemed registered under Section 12(b) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Adoption of Plan of Merger and Consummation of Holding Company Reorganization

On April 1, 2013, Old Genworth completed its previously announced holding company reorganization (the "Reorganization") pursuant to which Old Genworth became a direct, wholly-owned subsidiary of a new public holding company, Genworth. To implement the Reorganization, Old Genworth formed Genworth and Genworth, in turn, formed Sub XLII, Inc. ("Merger Sub"). The holding company structure was implemented pursuant to Section 251(g) of the General Corporation Law of the State of Delaware ("DGCL") by the merger of Merger Sub with and into Old Genworth (the "Merger") pursuant to the Agreement and Plan of Merger, dated as of April 1, 2013, among Old Genworth, Genworth and Merger Sub (the "Merger Agreement"). Old Genworth survived the Merger as a direct, wholly-owned subsidiary of Genworth and each share of Old Genworth Class A Common Stock, par value $0.001 per share ("Old Genworth Class A Common Stock"), issued and outstanding immediately prior to the Merger and each share of Old Genworth Class A Common Stock held in the treasury of Old Genworth immediately prior to the Merger converted into one issued and outstanding or treasury, as applicable, share of Genworth Class A Common Stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the Old Genworth Class A Common Stock being converted.

The conversion of Old Genworth Class A Common Stock in connection with the Merger occurred without an exchange of stock certificates. Accordingly, stock certificates previously representing shares of Old Genworth Class A Common Stock represent the same number of shares of Genworth Class A Common Stock after the Merger. Immediately after the consummation of the Merger, Genworth had the same authorized, outstanding and treasury capital stock as Old Genworth immediately prior to the Merger. Each share of Genworth common stock outstanding immediately prior to the Merger was cancelled. Old Genworth's stockholders will not recognize any gain or loss for U.S. federal income tax purposes upon the conversion of their shares of Old Genworth's Class A Common Stock in connection with the Merger.

Pursuant to Section 251(g) of the DGCL, the Merger did not require a vote of the stockholders of Old Genworth. Effective upon the consummation of the Merger, Genworth adopted an amended and restated certificate of incorporation and amended and restated bylaws that are identical to those of Old Genworth immediately prior to the consummation of the Merger (other than provisions regarding certain technical matters, as permitted by Section 251(g)). Genworth's directors and executive officers immediately after the consummation of the Merger are the same as the directors and executive officers of Old Genworth immediately prior to the consummation of the Merger. Immediately after the consummation of the Merger, Genworth has, on a consolidated basis, the same assets, businesses and operations as Old Genworth had immediately prior to the consummation of the Merger.

Effective upon the consummation of the Merger, Genworth Class A Common Stock was listed on the New York Stock Exchange, and trades on an uninterrupted basis under the same trading symbol ("GNW") and with the same CUSIP (#37247D106) as was applicable to Old Genworth.

As a result of the Merger, Genworth became the successor issuer to Old Genworth pursuant to Rule 414 under the Securities Act of 1933, as amended (the "Securities Act") and Rule 12g-3(a) of the Exchange Act. In connection with the Merger, the company historically known as "Genworth Financial, Inc." changed its name to Genworth Holdings, Inc. and the new parent holding company (initially named Sub XLVI, Inc.) changed its name to Genworth Financial, Inc.

In connection with the Merger, on April 1, 2013, Genworth also entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") with Old Genworth pursuant to which Genworth assumed all of Old Genworth's rights and obligations under all of its employee benefit plans, agreements and arrangements, equity incentive plans and subplans and related agreements, including obligations with respect to the outstanding shares and deferred compensation obligations for distribution pursuant to the 2012 Genworth Financial, Inc. Omnibus Incentive Plan, the 2004 Genworth Financial, Inc. Omnibus Incentive Plan, the Genworth Financial, Inc. Retirement and Savings Plan and the Genworth Financial, Inc. Deferred Compensation Plan (the "Compensation Plans"). Named executive officers and other officers participate in certain of these plans, agreements and arrangements. In accordance with Rule 414 under the Securities Act, on April 1, 2013 following the filing of this Form 8-K, Genworth will also file post-effective amendments to each of the Old Genworth registration statements on Form S-8 (File Nos. 333-181607, 333-168961, 333-127474 and 333-115825) (collectively, the "Form S-8 Registration Statements") to adopt the Form S-8 Registration Statements pursuant to Rule 414. The outstanding stock options, stock appreciation rights, stock units or other rights to receive Old Genworth Class A Common Stock under the Compensation Plans converted into stock options, stock appreciation rights, stock units or other rights for the same number of shares of Genworth Class A Common Stock, with the same rights and conditions as such awards had prior to the Merger.

On April 1, 2013, following the filing of this Form 8-K, Genworth will also file a post-effective amendment to Old Genworth's registration statement on Form S-3 (File No. 333-182093) (the "2012 Form S-3 Registration Statement") to adopt the 2012 Form S-3 Registration Statement pursuant to Rule 414 and to add Old Genworth as a registrant thereunder, and also to add Old Genworth's debt securities and Genworth's guarantee of those debt securities as additional securities that may be issued under the 2012 Form S-3 Registration Statement. The 2012 Form S-3 Registration Statement will also cover debt securities, common stock, preferred stock, warrants, rights and units that may be issued by Genworth in the future.

The foregoing descriptions of the Merger Agreement and the Assignment and Assumption Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement and the Assignment and Assumption Agreement, which are filed as Exhibits 2.1 and 10.1 hereto, respectively, and each of which is incorporated by reference herein.

The foregoing descriptions of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of Genworth do not purport to be complete and are qualified in their entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, which are filed as Exhibits 3.1 and 3.2 hereto, respectively, and each of which is incorporated by reference herein.

Supplemental Indentures

Under an indenture (the "Base Senior Indenture" and as supplemented and amended, the "Senior Notes Indenture"), dated as of June 15, 2004, between Old Genworth and JPMorgan Chase Bank, as succeeded by The Bank of New York Mellon Trust Company, N.A., as indenture trustee (the "Senior Indenture Trustee"), Old Genworth has eight series of senior notes outstanding, with an aggregate principal amount outstanding of $3.6 billion as of December 31, 2012 (collectively, the "Senior Notes"). In addition, under an indenture (the "Base Subordinated Indenture" and as supplemented and amended, the "Subordinated Notes Indenture"), dated as of November 14, 2006, between Old Genworth and The Bank of New York Trust Company, N.A., now known as The Bank of New York Mellon Trust Company, N.A., as indenture trustee (the "Subordinated Notes Trustee"), Old Genworth has one series of subordinated notes outstanding, with an aggregate principal amount outstanding of $600 million as of December 31, 2012 (the "Subordinated Notes"). The Senior Notes and the Subordinated Notes were issued under a Form S-1 registration statement (File No. 333-116069) or Form S-3 registration statements (File Nos. 333-125419, 333-138437 and 333-161562), as applicable.

Immediately following the consummation of the Merger, on April 1, 2013, (a) Genworth, Old Genworth and the Senior Notes Trustee entered into Supplemental Indenture No. 9 to the Senior Notes Indenture that provides a full and unconditional guarantee by Genworth to the Senior Notes Trustee and the holders of the Senior Notes, on an unsecured unsubordinated basis, of the full and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, each

outstanding series of Senior Notes, and the full and punctual payment of all other amounts payable by Old Genworth under the Senior Notes Indenture in respect of such Senior Notes and (b) Genworth, Old Genworth and the Subordinated Notes Trustee entered into the Second Supplemental Indenture to the Subordinated Notes Indenture that provides a full and unconditional guarantee by Genworth to the Subordinated Notes Trustee and the holders of the Subordinated Notes, on an unsecured subordinated basis, of the full and punctual payment of the principal of, premium, if any, and interest on, and all other amounts payable under, the outstanding Subordinated Notes, and the full and punctual payment of all other amounts payable by Old Genworth under such Subordinated Notes Indenture in respect of the Subordinated Notes. Genworth's guarantee of the Subordinated Notes will be subordinated and junior in right of payment to the prior payment of all Genworth senior indebtedness on the same basis as the Subordinated Notes are subordinated and junior in right of payment to the prior payment of all Old Genworth senior indebtedness.

The foregoing description of the Base Senior Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Senior Indenture, which is filed as Exhibit 4.10 to Old Genworth's Annual Report on Form 10-K for the fiscal year ended December 31, 2004, filed on March 1, 2005, and to the full text of Supplemental Indenture No. 9, which is filed as Exhibit 4.1 hereto. The foregoing description of the Base Subordinated Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Subordinated Indenture, which is filed as Exhibit 4.1 to Old Genworth's Current Report on Form 8-K, filed on November 14, 2006, and to the full text of the Second Supplemental Indenture, which is filed as Exhibit 4.2 hereto. Each of Supplemental Indenture No. 9 and the Second Supplemental Indenture is incorporated by reference herein.

Genworth Canada

On July 7, 2009, in connection with the initial public offering (the "Offering") of the common shares of Genworth MI Canada Inc. ("Genworth Canada"), Old Genworth, Genworth Canada, Genworth Financial Mortgage Insurance Company Canada ("Genworth Mortgage Insurance Canada") and Brookfield Life Assurance Company Limited ("Brookfield Life") entered into a master agreement (the "Master Agreement"), which provided the overall framework for the Offering and Old Genworth's reduced ownership interest in Genworth Canada. Concurrently with the closing of the Offering, Old Genworth, Brookfield Life and Genworth Canada also entered into a shareholder agreement (the "Shareholder Agreement") (and other affiliates of Genworth later became parties to the Shareholder Agreement).

On April 1, 2013, in connection with the Reorganization, Genworth Canada, Brookfield Life, Old Genworth, Genworth Mortgage Insurance Canada and Genworth entered into an amendment to the Master Agreement ("Amendment No. 1 to the Master Agreement"), pursuant to which, among other things, (a) Genworth agreed to be subject to the same restrictive covenants as Old Genworth and (b) Genworth guaranteed and agreed to be jointly and severally liable with Old Genworth for the performance of all of Old Genworth's obligations arising under or relating to the Master Agreement.

On April 1, 2013, in connection with the Reorganization, Genworth Canada, Brookfield Life, Old Genworth, Genworth Mortgage Holdings LLC, Genworth Mortgage Insurance Corporation, Genworth Mortgage Insurance Corporation of North Carolina, Genworth Financial International Holdings, Inc., Genworth Residential Mortgage Assurance Corporation and Genworth entered into an amending agreement to the Shareholder Agreement (the "Amending Agreement"), pursuant to which, among other things, (a) Genworth obtained the right to receive the same financial and other information as Old Genworth with respect to Genworth Canada and (b) Genworth guaranteed and agreed to be jointly and severally liable with Old Genworth for the performance of all of Old Genworth's obligations arising under or relating to the Shareholder Agreement. The Shareholder Agreement provides Old Genworth with various corporate governance, preemptive and other rights with respect to Genworth Canada based on the level of its beneficial ownership of Genworth Canada. The Amending Agreement generally provides that (i) so long as Old Genworth is a subsidiary of Genworth, Old Genworth shall be deemed to beneficially own shares of Genworth Canada which are beneficially owned by Genworth and by the direct or indirect subsidiaries of Genworth and (ii) if Old Genworth is not a subsidiary of Genworth, Old Genworth shall be deemed to beneficially own only shares of Genworth Canada which are beneficially owned by Old Genworth and by the direct or indirect subsidiaries of Old Genworth.

The foregoing descriptions of the Master Agreement and the Shareholder Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Master Agreement and Shareholder Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, to Old Genworth's Current Report on Form 8-K, filed on July 10, 2009. The descriptions of Amendment No. 1 to the Master Agreement and the Amending Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of Amendment No. 1 to the Master Agreement and the Amending Agreement, which are filed as Exhibits 10.2 and 10.3 hereto, respectively, and each of which is incorporated by reference herein.

Restated Tax Matters Agreement

Old Genworth is a party to the Restated Tax Matters Agreement (the "Restated Tax Matters Agreement"), dated as of February 1, 2006, by and among General Electric Company, General Electric Capital Corporation, GE Financial Assurance Holdings, Inc., GEI, Inc. and Old Genworth (the tax matters agreement originally was entered into in 2004 in connection with the initial public offering of Old Genworth's Class A Common Stock and governs various tax related matters). Immediately following the consummation of the Merger, Genworth and Old Genworth entered into the Consent and Agreement to Become a Party to Restated Tax Matters Agreement, dated April 1, 2013, among Genworth, Old Genworth, General Electric Company, General Electric Capital Corporation, GE Financial Assurance Holdings, Inc. and GEI, Inc. (the "Consent and Agreement"), pursuant to which Genworth became a party to the Restated Tax Matters Agreement and assumed, jointly and severally with Old Genworth, all of Old Genworth's rights, obligations, duties and responsibilities thereunder.

The foregoing description of the Restated Tax Matters Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Restated Tax Matters Agreement, which is filed as Exhibit 10.2 to Old Genworth's Annual Report on Form 10-K for the fiscal year ended December 31, 2006, filed on February 28, 2007. The description of the Consent and Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of Consent and Agreement, which is filed as Exhibit 10.4 hereto and is incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information related to the guarantee by Genworth of the payment obligations of Old Genworth in respect of the Senior Notes and the Subordinated Notes that is required by this item is included in Item 1.01 under the heading "Supplemental Indentures" and is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information related to the guarantee by Genworth of the payment obligations of Old Genworth in respect of the Senior Notes and the Subordinated Notes that is required by this item is included in Item 1.01 under the heading "Supplemental Indentures" and is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information that is required by this item is included in Item 1.01 under the heading "Adoption of Plan of Merger and Consummation of Holding Company Reorganization" and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information related to Genworth's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws that is required by this item is included in Item 1.01 under the heading "Adoption of Plan of Merger and Consummation of Holding Company Reorganization" and is incorporated herein by reference.

In connection with the Merger, on April 1, 2013, the Amended and Restated Certificate of Incorporation of Old Genworth was amended to change Old Genworth's name to "Genworth Holdings, Inc." and to add a provision, which is required by Section 251(g) of the DGCL, that provides that any act or transaction by or involving Old Genworth, other than the election or removal of directors, that requires for its adoption under the DGCL or its certificate of incorporation the approval of the stockholders of Old Genworth shall require the approval of the stockholders of Genworth. In addition, on April 1, 2013, the Amended and Restated Bylaws of Old Genworth were amended to be generally consistent with Old Genworth's practice for bylaws of other wholly-owned subsidiaries.

The foregoing descriptions of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of Old Genworth do not purport to be complete and are qualified in their entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of Old Genworth, which are filed as Exhibits 3.3 and 3.4 hereto, respectively, and each of which is incorporated by reference herein.

Item 8.01. Other Events.

On April 1, 2013, immediately following the consummation of the Merger, Old Genworth distributed to Genworth (as its sole stockholder), through a dividend (the "Distribution"), the 84.6% membership interest in one of its subsidiaries (Genworth Mortgage Holdings, LLC ("GMHL")) that it held directly, and 100% of the shares of another of its subsidiaries (Genworth Mortgage Holdings, Inc. ("GMHI")), that held the remaining 15.4% of outstanding membership interests of GMHL. At the time of the Distribution, GMHL and GMHI together owned (directly or indirectly) 100% of the shares or other equity interests of all of the subsidiaries that conducted Old Genworth's U.S. mortgage insurance business (these subsidiaries also owned the subsidiaries that conducted Old Genworth's European mortgage insurance business).

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

The following exhibits are filed as exhibits to this report:

Number	Description
2.1	Agreement and Plan of Merger, dated as of April 1, 2013, among Genworth Financial, Inc. (renamed Genworth Holdings, Inc.), Sub XLVI, Inc. (renamed Genworth Financial, Inc.) and Sub XLII, Inc.
3.1	Amended and Restated Certificate of Incorporation of Genworth Financial, Inc., dated as of April 1, 2013
3.2	Amended and Restated Bylaws of Genworth Financial, Inc., dated as of April 1, 2013
3.3	Amended and Restated Certificate of Incorporation of Genworth Holdings, Inc., dated as of April 1, 2013
3.4	Amended and Restated Bylaws of Genworth Holdings, Inc., dated as of April 1, 2013
4.1	Supplemental Indenture No. 9, dated as of April 1, 2013, among Genworth Holdings, Inc., Genworth Financial, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, amending the Indenture, dated as of June 15, 2004, between Genworth Financial, Inc. (renamed Genworth Holdings, Inc.) and JPMorgan Chase Bank, N.A. (succeeded by The Bank of New York Mellon Trust Company, N.A.), as Trustee

4.2	Second Supplemental Indenture, dated as of April 1, 2013, among Genworth Holdings, Inc., Genworth Financial, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee, amending the Indenture, dated as of November 14, 2006, between Genworth Financial, Inc. (renamed Genworth Holdings, Inc.) and The Bank of New York, N.A (renamed The Bank of New York Mellon Trust Company, N.A.), as Trustee
10.1	Assignment and Assumption Agreement, dated as of April 1, 2013, between Genworth Holdings, Inc. and Genworth Financial, Inc.
10.2	Amendment No.1 to Master Agreement, dated April 1, 2013, among Genworth MI Canada Inc., Brookfield Life Assurance Company Limited, Genworth Financial, Inc. (renamed Genworth Holdings, Inc.), Genworth Financial Mortgage Insurance Company Canada and Sub XLVI, Inc. (renamed Genworth Financial, Inc.) relating to the Master Agreement, dated July 7, 2009, to which all the foregoing companies are parties except Sub XLVI, Inc.
10.3	Amending Agreement, dated April 1, 2013, among Genworth MI Canada Inc., Brookfield Life Assurance Company Limited, Genworth Financial, Inc. (renamed Genworth Holdings, Inc.), Genworth Mortgage Holdings, LLC, Genworth Mortgage Insurance Corporation, Genworth Mortgage Insurance Corporation of North Carolina, Genworth Financial International Holdings, Inc., Genworth Residential Mortgage Assurance Corporation and Sub XLVI, Inc. (renamed Genworth Financial, Inc.) relating to the Shareholder Agreement, dated July 7, 2009, to which all of the foregoing companies are parties except Sub XLVI, Inc.
10.4	Consent and Agreement to Become a Party to Restated Tax Matters Agreement, dated April 1, 2013, among Genworth Financial, Inc., Genworth Holdings, Inc., General Electric Company, General Electric Capital Corporation, GE Financial Assurance Holdings, Inc. and GEI, Inc.

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.

Date: April 1, 2013

GENWORTH FINANCIAL, INC.

By: /s/ Leon E. Roday
Leon E. Roday
Senior Vice President, General Counsel and Secretary

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

AMONG

GENWORTH FINANCIAL, INC.

SUB XLVI, INC.

AND

SUB XLII, INC.

DATED AS OF APRIL 1, 2013

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), entered into as of April 1, 2013, by and among Genworth Financial, Inc., a Delaware corporation (the "Company"), Sub XLVI, Inc., a Delaware corporation ("New Parent") and a direct, wholly owned subsidiary of the Company, and Sub XLII, Inc., a Delaware corporation ("Merger Sub") and a direct, wholly owned subsidiary of New Parent.

RECITALS

WHEREAS, as of March 27, 2013, the Company's authorized capital stock consisted of 2,300,000,000 shares, consisting of: (i) 1,500,000,000 shares of Class A Common Stock, par value $0.001 per share (the "Company Class A Common Stock"), of which 493,066,840 shares were issued and outstanding and 88,416,113 shares were held in the Company's treasury; (ii) 700,000,000 shares of Class B Common Stock, par value $0.001 (the "Company Class B Common Stock"), of which no shares were issued and outstanding and no shares were held in the Company's treasury and; (iii) 100,000,000 shares of Preferred Stock, par value $0.001 per share (the "Company Preferred Stock"), of which no shares were issued and outstanding and no shares were held in the Company's treasury.

WHEREAS, immediately prior to the Effective Date (as defined below), New Parent's authorized capital stock shall consist of 2,300,000,000 shares, consisting of: (i) 1,500,000,000 shares of Class A Common Stock, par value $0.001 per share (the "New Parent Class A Common Stock"), of which 100 shares will be issued and outstanding; (ii) 700,000,000 shares of Class B Common Stock, par value $0.001 per share (the "New Parent Class B Common Stock"), none of which will be issued and outstanding and; (iii) 100,000,000 shares of Preferred Stock, par value $0.001 per share (the "New Parent Preferred Stock"), none of which will be issued and outstanding.

WHEREAS, as of the date hereof, Merger Sub has an authorized capital stock consisting of 1,000 shares of common stock, par value $0.01 per share (the "Merger Sub Common Stock"), of which 100 shares are issued and outstanding on the date hereof and owned by New Parent.

WHEREAS, the designations, rights and preferences, and the qualifications, limitations and restrictions of the New Parent Class A Common Stock, New Parent Class B Common Stock and the New Parent Preferred Stock are the same as those of the Company Class A Common Stock, Company Class B Common Stock and the Company Preferred Stock, as applicable.

WHEREAS, the Certificate of Incorporation of New Parent, as amended (the "New Parent Charter"), and the Bylaws of New Parent, as amended (the "New Parent Bylaws"), in effect immediately after the Effective Date will contain provisions identical to the Amended and Restated Certificate of Incorporation of the Company (the "Company Charter"), and the Amended and Restarted Bylaws of the Company (the "Company Bylaws"), in effect immediately before the Effective Date (other than as required or permitted by Section 251(g) of the General Corporation Law of the State of Delaware (the "DGCL")).

WHEREAS, New Parent and Merger Sub are newly formed corporations organized for the sole purpose of participating in the transactions herein contemplated and actions related thereto, own no assets (other than New Parent's ownership of Merger Sub and nominal capital) and have taken no actions other than those necessary or advisable to organize the corporations and to effect the transactions herein contemplated and actions related thereto.

WHEREAS, the Company desires to create a new holding company structure by merging Merger Sub with and into the Company, with (a) the Company continuing as the surviving corporation of such merger; and (b) each outstanding share (or any fraction thereof) of Company Class A Common Stock being converted in such merger into a share (or any fraction thereof) of New Parent Class A Common Stock and each share of Company Class A Common Stock held in the Company's treasury will be converted in such merger into a share (or any fraction thereof) of New Parent Class A Common Stock to be held immediately after completion of such merger in the treasury of New Parent, in accordance with the terms of this Agreement (the "Merger").

WHEREAS, at the time of the Merger, or immediately thereafter, the name of New Parent will become Genworth Financial, Inc. and the name of the Company will become Genworth Holdings, Inc.

WHEREAS, the boards of directors of New Parent, Merger Sub and the Company have approved and declared the advisability of this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, New Parent and Merger Sub hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.01. THE MERGER. In accordance with Section 251(g) of the DGCL and subject to, and upon the terms and conditions of, this Agreement, Merger Sub shall, at the Effective Date, be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Date, the effects of the Merger shall be as provided in Section 259 of the DGCL.

Section 1.02. EFFECTIVE DATE. As soon as practicable on or after the date hereof, the Surviving Corporation shall file a certificate of merger executed in accordance with the relevant provisions of the DGCL, with the Secretary of State of the State of Delaware and shall make all other filings or recordings required under the DGCL to effectuate the Merger. The Merger shall become effective as of such date and time as the parties shall agree and specify in the certificate of merger (such date and time being referred to herein as the "Effective Date").

Section 1.03. CERTIFICATE OF INCORPORATION. From and after the Effective Date, the Company Charter, as in effect immediately prior to the Effective Date, shall be the certificate of incorporation of the Surviving Corporation (the "Surviving Corporation's Charter") until thereafter amended as provided therein or by the DGCL, except as follows:

(a) Article I thereof shall be amended so as to read in its entirety as follows:

"The name of the corporation (which is herein referred to as the "Corporation") shall be Genworth Holdings, Inc."

(b) Article IV Section 1(b) is deleted in its entirety.

(c) A new Article XII shall be added thereto which shall read in its entirety as follows:

"Vote of Stockholders Required to Approve Certain Actions.

Any act or transaction by or involving the Corporation, other than the election or removal of directors of the Corporation, that requires for its adoption under the DGCL or under this Certificate of Incorporation the approval of the stockholders of the Corporation shall, pursuant to Section 251(g) of the DGCL, require, in addition, the approval of the stockholders of Genworth Financial, Inc., a Delaware corporation, or any successor thereto by merger, by the same vote as is required by the DGCL or this Certificate of Incorporation, as the case may be."

Section 1.04. BYLAWS. From and after the Effective Date, the Company Bylaws, as in effect at the Effective Date, shall constitute the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

Section 1.05. DIRECTORS. The directors of the Company in office at the Effective Date shall be the directors of the Surviving Corporation and will continue to hold office from the Effective Date until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation's Charter and Bylaws, or as otherwise provided by law.

Section 1.06. OFFICERS. The officers of the Company in office at the Effective Date shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation's Charter and Bylaws, or as otherwise provided by law.

Section 1.07. ADDITIONAL ACTIONS. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Merger Sub or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to

carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Merger Sub and the Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 1.08. CONVERSION OF SECURITIES. At the Effective Date, by virtue of the Merger and without any action on the part of New Parent, Merger Sub, the Company or the holder of any of the following securities:

(a) Conversion of Company Class A Common Stock. Each share of Company Class A Common Stock (or fraction of a share of Company Class A Common Stock) issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New Parent Class A Common Stock.

(b) Conversion of Company Stock Held as Treasury Stock. Each share of Company Class A Common Stock held in the Company's treasury shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share (or equal fraction of a share) of New Parent Class A Common Stock to be held immediately after completion of the Merger in the treasury of New Parent.

(c) Conversion of Capital Stock of Merger Sub. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Date shall be converted into and thereafter represent 4,930,669 duly issued, fully paid and nonassessable shares of common stock par value, $0.001 per share, of the Surviving Corporation.

(d) Cancellation of Capital Stock of New Parent. Each share of New Parent Class A Common Stock that is owned by the Company immediately prior to the Merger shall automatically be canceled and shall cease to exist.

(e) Rights of Certificate Holders. From and after the Effective Date, holders of certificates formerly evidencing Company Class A Common Stock shall cease to have any rights as stockholders of the Company, except as provided by law; except, however, that such holders shall have the rights set forth in Section 1.09 herein.

Section 1.09. NO SURRENDER OF CERTIFICATES. Until thereafter surrendered for transfer or exchange, each outstanding stock certificate that, immediately prior to the Effective Date, evidenced Company Class A Common Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of New Parent Class A Common Stock into which such shares of Company Class A Common Stock were converted pursuant to the provisions of Section 1.08 herein, unless otherwise determined by the Board of Directors of New Parent.

ARTICLE II

ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Section 2.01. RESERVATION OF SHARES. On or prior to the Effective Date, New Parent will reserve sufficient authorized but unissued shares of New Parent Class A Common Stock to provide for the issuance of New Parent Class A Common Stock upon the exercise of options, warrants or rights or in satisfaction of other benefits payable and outstanding under the Company's equity compensation plans.

ARTICLE III

CONDITIONS OF MERGER

Section 3.01. CONDITIONS PRECEDENT. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto of each of the following conditions:

(a) Prior to the Effective Date, the New Parent Class A Common Stock to be issued pursuant to the Merger shall have been approved for listing, upon official notice of issuance, by the New York Stock Exchange (the "NYSE"), to the extent such approval is required.

(b) Prior to the Effective Date, the board of directors of the Company or a duly authorized committee thereof shall have determined, based on the advice of Weil, Gotshal & Manges LLP, special tax counsel to the Company, that, for United States federal income tax purposes, no gain or loss will be recognized by the stockholders of the Company as a result of the Merger or the transactions contemplated hereby, and the Company shall have received the opinion of Weil, Gotshal & Manges LLP dated the Effective Date to that effect.

(c) Prior to the Effective Date, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(d) Prior to the Effective Date, the Company, in its capacity as the sole stockholder of New Parent, and New Parent, in its capacity as sole stockholder of Merger Sub, shall have approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE IV

COVENANTS

Section 4.01. DIRECTORS OF NEW PARENT. At the Effective Date, each person who was a member of the board of directors of the Company immediately prior to the Effective Date will be a member of the board of directors of New Parent (and they will be the only directors of New Parent), each of whom shall serve in accordance with the New Parent Charter and the New Parent Bylaws.

ARTICLE V

TERMINATION AND AMENDMENT

Section 5.01. TERMINATION. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Date by action of the board of directors of any of the Company, New Parent or Merger Sub, or any duly authorized committee of any of such companies, if it is determined that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and none of the Company, New Parent or Merger Sub nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

Section 5.02. AMENDMENTS. This Agreement may be supplemented, amended or modified by the mutual consent of the parties to this Agreement by action by their respective boards of directors; provided, however, that, any amendment effected subsequent to stockholder approval shall be subject to the restrictions contained in the DGCL. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Section 6.02. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 6.03. ENTIRE AGREEMENT. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Company, New Parent and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GENWORTH FINANCIAL, INC.

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: Senior Vice President, General Counsel and Secretary

SUB XLVI, INC.

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: President

SUB XLII, INC.

By: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President and Secretary

CERTIFICATE OF THE SECRETARY
OF
GENWORTH FINANCIAL, INC.

I, Leon E. Roday, Secretary of Genworth Financial, Inc., do hereby certify that the Board of Directors of Genworth Financial, Inc. approved and adopted this Agreement by unanimous written consent effective on April 1, 2013 pursuant to Section 251(g) of the General Corporation Law of the State of Delaware and the conditions specified in the first sentence of said Section 251(g) have been satisfied.

/s/ Leon E. Roday
Name: Leon E. Roday
Title: Secretary

Dated: April 1, 2013

CERTIFICATE OF THE SECRETARY
OF
SUB XLII, INC.

I, Ward E. Bobitz, Secretary of Sub XLII, Inc., do hereby certify that the Board of Directors of Sub XLII, Inc. approved and adopted this Agreement by unanimous written consent effective on April 1, 2013 pursuant to Section 251(g) of the General Corporation Law of the State of Delaware and the conditions specified in the first sentence of said Section 251(g) have been satisfied.

/s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Secretary

Dated: April 1, 2013

CERTIFICATE OF THE SECRETARY
OF
SUB XLII, INC.

I, Ward E. Bobitz, Secretary of Sub XLII, Inc., a Delaware corporation, hereby certify pursuant to Section 251 of the General Corporation Law of the State of Delaware that the sole stockholder of Sub XLII, Inc. duly adopted this Agreement and Plan of Merger by a written consent to action without a meeting pursuant to and in accordance with Section 228 of the General Corporation Law of the State of Delaware.

/s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Secretary

Dated: April 1, 2013

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

The present name of the corporation is Sub XLVI, Inc. The corporation was incorporated under the name Sub XLVI, Inc. by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on December 5, 2012. This amended and restated certificate of incorporation of the corporation (the "Certificate of Incorporation"), which both restates and further amends the provisions of the corporation's certificate of incorporation, was duly adopted in accordance with the provisions of Sections 242 and 245 (and with respect to the sole stockholder of the corporation, Section 228) of the General Corporation Law of the State of Delaware. The certificate of incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I
NAME

The name of the corporation (hereinafter referred to as the "Corporation") is Genworth Financial, Inc.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III
PURPOSE

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be incorporated under the General Corporation Law of the State of Delaware, as from time to time in effect (the "DGCL").

ARTICLE IV
CAPITAL STOCK

Section 1. Authorized Capital Stock.

(a) The total number of shares of stock that the Corporation shall have authority to issue is two billion three hundred million (2,300,000,000) shares, consisting of: (1) one billion five hundred million (1,500,000,000) shares of Class A Common Stock, par value $.001 per share (the "Class A Common Stock"); (2) seven hundred million (700,000,000) shares of Class B Common Stock, par value $.001 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"); and (3) one hundred million (100,000,000) shares of Preferred Stock, par value $.001 per share (the "Preferred Stock"), issuable in one or more series as hereinafter provided.

(b) The holders of the Class A Common Stock and the holders of the Class B Common Stock shall be entitled to vote on all matters upon which the holders of the Class A Common Stock and Class B Common Stock, respectively, are entitled to vote under law or under this Certificate of Incorporation. The holders of Class A Common Stock and Class B Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock and Class B Common Stock held by such stockholder. Except as otherwise provided in this Certificate of Incorporation or as required by law, the holders of the Class A Common Stock and the holders of Class B Common Stock shall vote together as a single class.

Section 2. Designation of Preferred Stock Terms. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the DGCL (hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, privileges, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding) in the manner permitted by law;

(c) the rights in respect of any dividends (or method of determining the dividends), if any, payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates or the method for determining the date or dates upon which such dividends shall be payable;

(d) whether dividends, if any, shall be cumulative or noncumulative, and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall cumulate;

(e) if the shares of such series may be redeemed by the Corporation, the price or prices (or method of determining such price or prices) at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the Corporation or of another corporation or other entity) for which, the period or periods within which and the other terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events, if any, including the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise;

(f) the amount, if any, payable out of the assets of the Corporation to the holders of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(g) provisions, if any, for the conversion or exchange of the shares of such series, at any time or times, at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same class of capital stock of the Corporation or into any other security of the Corporation, or into the stock or other securities of any other corporation or other entity, and the price or prices or rate or rates of conversion or exchange and any adjustments applicable thereto, and all other terms and conditions upon which such conversion or exchange may be made;

(h) restrictions on the issuance of shares of the same series or of any other class or series of capital stock of the Corporation, if any;

(i) the voting rights and powers, if any, of the holders of shares of the series; and

(j) such other powers, privileges, preferences and rights, and qualifications, limitations and restrictions thereof, as the Board of Directors shall determine.

Section 3. Rights of Class B Common Stock.

(a) The holder or holders of the Class B Common Stock shall have such voting powers as are set forth herein and as are permitted by the DGCL.

(b) In addition to any other vote required by law or by this Certificate of Incorporation, until the first date on which GE beneficially owns less than fifteen percent (15%) of the outstanding shares of Common Stock, the prior affirmative vote or written consent of the holders of a majority of the outstanding shares of the Class B Common Stock, voting or consenting separately as a class, shall be required to authorize the Corporation to adopt or implement any stockholder rights plan or similar takeover defense measure.

(c) Once GE's beneficial ownership interest in the Corporation is reduced to less than ten percent (10%) of the outstanding shares of Common Stock, all outstanding shares of Class B Common Stock shall automatically, without any further act or deed on the part of this Corporation or any other person, be converted into shares of Class A Common Stock on a share-for-share basis. In the event of any automatic conversion of Class B Common Stock pursuant to this Article IV, Section 3(c), certificates formerly representing outstanding shares of Class B Common Stock will thereafter be deemed to represent a like number of shares of Class A Common Stock.

(i) Upon any conversion of shares of Class B Common Stock into shares of Class A Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d), no adjustment with respect to dividends shall be made; only those dividends shall be payable on the shares so converted as have been declared and are payable to holders of record of shares of Class B Common Stock as of a record date prior to the conversion date with respect to the shares so converted; and only those dividends shall be payable on shares of Class A Common Stock issued upon such conversion as have been declared and are payable to holders of record of shares of Class A Common Stock as of a record date after such conversion date.

(ii) Shares of the Class B Common Stock converted into shares of Class A Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d) shall be retired and the Corporation shall not be authorized to reissue such shares of Class B Common Stock.

(iii) Such number of shares of Class A Common Stock as may from time to time be required for such purpose shall be reserved for issuance upon conversion of outstanding shares of Class B Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d).

(d) The Class B Common Stock shall be beneficially owned only by GE and any purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock to any Person other than GE shall result in the automatic conversion of such transferred shares of Class B Common Stock into shares of Class A Common Stock, effective immediately upon any such purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock, provided that a pledge of shares of Class B Common Stock, prior to default thereunder, which does not grant to the pledgee the power to vote or direct the vote of the pledged securities or the power to dispose or direct the disposition of the pledged securities prior to a default, without any foreclosure or transfer of ownership shall not trigger the conversion of such Class B Common Stock.

(e) As promptly as practicable after the presentation and surrender for conversion, during usual business hours at any office or agency of the Corporation, of any certificate representing shares of Class B Common Stock that have been converted into shares of Class A Common Stock pursuant to Article IV, Section 3(c) or Article IV, Section 3(d) hereof, the Corporation shall issue and deliver at such office or agency, to or upon the written order of the holder thereof, a certificate for the number of shares of Class A Common Stock issuable upon such conversion. The issuance of certificates for shares of Class A Common Stock issuable upon the conversion of shares of Class B Common Stock by the registered holder thereof shall be made without charge to the converting holder for any tax imposed on the Corporation in respect to the issue thereof. The Corporation shall not, however, be required to pay any tax which may be payable with respect to any transfer involved in the issue and delivery of any certificate in a name other than that of the registered holder of the shares being converted, and the Corporation shall not be required to issue or deliver any such certificate unless and until the person requesting the issue thereof shall have paid to the Corporation the amount of such tax or has established to the satisfaction of the Corporation that such tax has been paid.

(f) In addition to any other vote required by law or by this Certificate of Incorporation, prior to the Operative Date, the prior affirmative vote or written consent of the holders of a majority of the outstanding shares of the Class B Common Stock, voting or consenting separately as a class, shall be required to authorize the Corporation to (and (in the case of clauses (ii), (iii), (iv), (v) and (vi) below) authorize or permit any Subsidiary to):

(i) consolidate or merge with or into any Person;

(ii) permit any Subsidiary to consolidate or merge with or into any Person (other than (1) a consolidation or merger of a Wholly Owned Subsidiary with or into a Wholly Owned Subsidiary or (2) in connection with a Permitted Acquisition);

(iii) directly or indirectly acquire Stock, Stock Equivalents or assets (including, without limitation, any business or operating unit) of any Person (other than the Corporation or its Wholly Owned Subsidiaries), in each case in a single transaction, or series of related transactions, involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by the Corporation or any of its Subsidiaries and Indebtedness of any entity so acquired) paid or delivered by the Corporation and its Subsidiaries in excess of $700 million (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business and transactions to which the Corporation and one or more Wholly Owned Subsidiaries are the only parties or solely between Wholly Owned Subsidiaries);

(iv) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of their respective assets (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of their respective assets (including Stock and Stock Equivalents or through reinsurance transactions), in each case in a single transaction, or series of related transactions, involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by any other Person and Indebtedness of any entity acquired by such other Person) paid to or received by the Corporation and its Subsidiaries in excess of $700 million (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business and transactions to which the Corporation and one or more Wholly Owned Subsidiaries are the only parties or solely between Wholly Owned Subsidiaries);

(v) directly or indirectly create, incur, assume, guarantee or otherwise be or become liable with respect to Indebtedness (including Indebtedness of any entity acquired by the Corporation or any of its Subsidiaries, whether or not such Indebtedness is expressly assumed or guaranteed by the Corporation or any of its Subsidiaries) (a) in excess of $700 million outstanding at any one time or (b) that would reasonably be expected to result in a Ratings Event, except in the case of each of clauses (a) and (b), (1) Existing Indebtedness and (2) Permitted Indebtedness;

(vi) issue any Stock or any Stock Equivalents, except (a) the issuance of shares of Class A Common Stock upon conversion of shares of Class B Common Stock pursuant to Sections 3(c) and 3(d) of this Article IV, (b) the issuance of shares of Stock of a Wholly Owned Subsidiary of the Corporation to the Corporation or another Wholly Owned Subsidiary of the Corporation, (c) pursuant to the Transactions, (d) the issuance of shares of Class A Common Stock, stock appreciation rights, options to purchase Class A Common Stock and other Stock-based or Stock-related awards, in each case pursuant to employee benefit plans or dividend reinvestment plans approved by the Board of Directors, and (e) by a Securitization Subsidiary in a Securitization Transaction;

(vii) dissolve, liquidate or wind up the Corporation; or

(viii) alter, amend, terminate or repeal, or adopt any provision inconsistent with, in each case whether directly or indirectly, or by merger, consolidation or otherwise, Articles IV, V, VI, VII, VIII, IX and X of this Certificate of Incorporation or Articles II, III and IV of the Corporation’s Bylaws.

Section 4. Dividends.

(a) Subject to provisions of law and the preferences of any series of Preferred Stock and of any other stock ranking prior to the Class A Common Stock or the Class B Common Stock as to the payment of dividends, the holders of the Class A Common Stock and the Class B Common Stock shall be entitled to receive dividends at such time and in such amounts as may be determined by the Board and declared out of any funds lawfully available therefor, and shares of Preferred Stock of any series shall not be entitled to share therein except as otherwise expressly provided in the resolution or resolutions of the Board providing for the issue of such series.

(b) If and when dividends on the Class A Common Stock and the Class B Common Stock are declared payable from time to time by the Board as provided in this Article IV, Section 4, whether payable in cash, in property or in shares of stock of the Corporation, the holders of Class A Common Stock and the holders of the Class B Common Stock shall be entitled to share equally, on a per share basis, in such dividends, subject to the limitations described below. Except for dividends permitted by Article IV, Section 4(c), if dividends are declared that are payable in shares of Class A Common Stock or Class B Common Stock, such dividends shall be payable at the same rate on all series of Common Stock and the dividends payable in shares of Class A Common Stock shall be payable only to holders of Class A Common Stock and the dividends payable in shares of Class B Common Stock shall be payable only to holders of Class B Common Stock. If the Corporation shall in any manner subdivide or combine the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class of Common Stock shall be proportionally subdivided or combined in the same manner and on the same basis as the outstanding shares of Class A Common Stock or Class B Common Stock, as the case may be, which have been subdivided or combined.

(c) Except with respect to the Class B Common Stock, if no shares of a particular class of Common Stock are outstanding, the Board may declare and distribute a stock dividend payable in shares of that class to the holders of any other class or series of stock then outstanding.

Section 5. For purposes of this Article IV and Articles VI, VII, IX and X

(a) "beneficially own" shall have the meaning set forth in Rule 13d-3 of the Securities Exchange Act of 1934, as amended through the date hereof, but shall not include shares of Common Stock beneficially owned by GE but not for its own account, including (in such exclusion) shares of Common Stock owned by the GE Pension Trust and beneficial ownership which arises by virtue of some entity that is an affiliate of GE being a sponsor or advisor of a mutual or similar fund that beneficially owns shares of Common Stock;

(b) “Excluded Transactions” means (i) guarantees by the Corporation or its Subsidiaries of derivatives of Subsidiaries of the Corporation, (ii) obligations on drawings under commission funding vehicles to be repaid in full by premiums due to the Corporation and its Subsidiaries and guarantees of such repayment by the Corporation and its Subsidiaries, (iii) securities lending by the Corporation and its Subsidiaries where proceeds received are held in investment grade securities during the term of the transaction, (iv) funding agreements and guaranteed investment contracts issued in the ordinary course of business by a Subsidiary of the Corporation that is a regulated life insurance company, (v) repurchase agreements of the Corporation and its Subsidiaries involving investment grade securities, (vi) guarantees given to states or insurance regulatory authorities thereof in connection with the licensing of the business of the Corporation or any Subsidiary in such jurisdiction, (vii) surplus notes issued from time to time by one or more Wholly Owned Subsidiaries which are special purpose captive reinsurance companies provided that (x) such surplus notes create recourse funding obligations solely to the issuer of such notes and (y) the structure pursuant to which such notes are issued has been approved by applicable insurance regulatory authorities, and (viii) indebtedness (other than any Permitted Securitization Guaranty) between the Corporation and any Wholly Owned Subsidiary or between any two Wholly Owned Subsidiaries (but only to the extent such indebtedness does not increase the consolidated indebtedness of the Corporation and its Subsidiaries in accordance with United States generally accepted accounting principles);

(c) “Existing Indebtedness” means Indebtedness under (1) Yen 60 billion aggregate amount of 1.6% notes due 2011 being assumed by the Corporation in the Reorganization, (2) the Short-term Intercompany Note, dated May 24, 2004 (the “Intercompany Note”), from the Corporation to GEFAHI in the aggregate principal amount of $2.4 billion, (3) the Subordinated Contingent Promissory Note, dated May 24, 2004, from the Corporation to GEFAHI in the aggregate principal of $550 million, and (4) the senior notes due 2009 included in the Equity Units to be issued by the Corporation as part of the Transactions (the principal amount of such senior notes not to exceed $600 million), and, in the case of such senior notes, Indebtedness under any Permitted Refinancing related thereto;

(d) “GE” means General Electric Company, a New York corporation, all successors to General Electric Company by way of merger, consolidation or sale of all or substantially all of its assets, and all corporations, limited liability companies, joint ventures, partnerships, trusts, associations and other entities in which General Electric Company: (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body, but shall not include the Corporation or any Subsidiary of the Corporation;

(e) “Indebtedness” means, with respect to any Person, any liability of such Person in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments and shall also include (1) any capitalized lease obligations of such Person (if and to the extent the same would appear on a balance sheet of such Person prepared in accordance with United States generally accepted accounting principles), (2) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be

secured by) any lien or security interest in or pledge of property owned or acquired by such Person, whether or not the Indebtedness secured thereby is expressly assumed or guaranteed by such Person, and (3) any liability (contingent or otherwise) of such Person under any Permitted Securitization Guaranty, but excluding the aggregate net amount of Indebtedness of (i) the Corporation or any Subsidiary pursuant to Standard Securitization Undertakings and (ii) any Securitization Subsidiary in a Securitization Transaction, in either case, relating to the sale, contribution or other conveyance of financial assets pursuant to a Securitization Transaction, regardless whether such transaction is effected in a manner that would not be reflected as indebtedness on a balance sheet in accordance with United States generally accepted accounting principles; provided, that the liabilities of the Company and its Subsidiaries under Excluded Transactions shall not constitute Indebtedness;

(f) "Initial Public Offering" means the initial public offering of Class A Common Stock as contemplated by the Corporation's Registration Statement on Form S-1 (No. 333-112009);

(g) "Operative Date" means the first date following the Initial Public Offering on which GE ceases to beneficially own twenty percent (20%) or more of the outstanding shares of Common Stock;

(h) "Permitted Indebtedness" means (1) Indebtedness under (i) the $1.0 billion five-year revolving credit facility entered into by the Corporation on April 30, 2004 with a syndicate of banks (the "Five-year Credit Facility"), (ii) the $1.0 billion 364-day revolving credit facility entered into by the Corporation on May 24, 2004 with a syndicate of banks (the "364-Day Credit Facility" and, collectively with the Five-year Credit Facility, the "Credit Facilities"), and (iii) the commercial paper program to be established by the Corporation after completion of the Initial Public Offering (the aggregate principal amount of Indebtedness under this clause (1) (excluding Indebtedness under the Credit Facilities described in clause (2) of this definition) not to exceed $500 million outstanding at any one time), (2) Indebtedness under the Credit Facilities incurred to fund (i) liabilities of the Corporation and its Subsidiaries under funding agreements or guaranteed investment contracts issued in the ordinary course of business by Subsidiaries of the Corporation that are regulated life insurance companies or (ii) cash payments by the Corporation and its Subsidiaries in connection with insurance policy surrenders and withdrawals in the ordinary course of business, (3) Indebtedness under the $2.4 billion 180-day bridge loan facility to be entered into by the Corporation with a syndicate of banks (the "Short-term Facility"), to the extent the proceeds thereof are used to repay the Intercompany Note, and (4) Indebtedness of up to $1.9 billion aggregate principal amount in senior notes in one or more tranches pursuant to an offering to be made following completion of the Initial Public Offering (collectively, the "Post-IPO Senior Notes"), to the extent the proceeds thereof are used to repay the Short-term Facility and, in the case of each of the Credit Facilities and the Post-IPO Senior Notes, Indebtedness under any Permitted Refinancing related thereto;

(i) "Permitted Refinancing" means any Indebtedness of the Corporation issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund the Indebtedness under the Credit Facilities, the Post-IPO Senior Notes or the senior notes referred to in clause (4) of the definition of Existing Indebtedness, in each case in a principal amount (or accreted value, if applicable) that does not exceed the

principal amount of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus, in each case, all accrued interest on the Indebtedness and the amount of all fees and expenses, including, without limitation, premiums, incurred in connection therewith);

(j) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(k) "Permitted Acquisition" means any acquisition by the Corporation or any of its Subsidiaries of Stock, Stock Equivalents or assets of any Person not requiring the prior affirmative vote or written consent of the holders of the Class B Common Stock pursuant to Section 3, clause (f)(iii) above;

(l) "Permitted Securitization Guaranty" means an obligation (other than pursuant to Standard Securitization Undertakings), contingent or otherwise, of any Person to assure in any manner (1) any Securitization Subsidiary, any investor in securities issued in a Securitization Transaction, or any credit support provider for any Securitization Transaction against loss in connection with such Securitization Transaction or (2) the performance or collection of any Securitization Assets;

(m) "Ratings Event" means a downgrading, suspension or withdrawal of, or notice being given of any potential or intended downgrading, suspension or withdrawal of, or any review for a possible negative change in, any rating of the Corporation or any Subsidiary, any Indebtedness of the Corporation or any Subsidiary or any securities of the Corporation or any Subsidiary (including, without limitation, the placing of any of the foregoing ratings on credit watch with negative or developing implications or under review with an uncertain direction) by any "nationally recognized statistical rating organization" (as such term is defined for purposes of Rule 436(g)(2) under the Securities Act of 1933);

(n) "Reorganization" means the restructuring transactions of the Corporation entered into at or prior to the Initial Public Offering between the Corporation and its Subsidiaries, on the one hand, and GE (other than the Corporation and its Subsidiaries), on the other hand, as contemplated by the Master Agreement, dated May 24, 2004, by and among General Electric Company, General Electric Capital Corporation, GEI, Inc., GEFAHI and the Corporation, as amended from time to time;

(o) "Securitization Assets" has the meaning specified in the definition of "Securitization Transaction;"

(p) "Securitization Subsidiary" means any Subsidiary that engages in no activities other than those reasonably related to or in connection with the entering into of Securitization Transactions and that is designated by the Board of Directors of the Corporation as a Securitization Subsidiary;

(q) "Securitization Transaction" means any transaction or series of transactions that have been or may be entered into by the Corporation or any of its Subsidiaries pursuant to which such entity may sell, convey, grant a security interest or otherwise transfer to (x) a Securitization Subsidiary (in the case of a transfer by the Corporation or any Subsidiary) or

(y) to any Person (in the case of a transfer by a Securitization Subsidiary) any financial assets, whether then existing or arising in the future including, without limitation, installment receivables, credit card receivables, lease receivables, mortgage loan receivables, policyholder loan receivables, premiums, debt obligations or any other type of secured or unsecured financial assets or rights to future payments of any kind or interests therein (the "Securitization Assets"), and any assets related thereto, including without limitation, all security interests in merchandise or services financed thereby, the proceeds of such Securitization Assets, and other assets which are customarily sold or in respect of which security interests are customarily granted in connection with securitization transactions involving such assets; provided that (i) in connection with such transaction, the Corporation (and each other transferring Subsidiary) shall have received a legal opinion of outside counsel that (x) the conveyance of the Securitization Assets from the Corporation (and/or the applicable Subsidiary) to the Securitization Subsidiary shall be treated as a true sale or true conveyance of such Securitization Assets and not as the granting of a security interest or pledge in respect of the Securitization Assets as collateral for a loan and (y) such Securitization Subsidiary would not be substantively consolidated into the bankruptcy of the Corporation or any Subsidiary of the Corporation involved in the transaction; (ii) no portion of the debt or other obligations in respect of such transaction shall be recourse to, or guaranteed by, the Corporation or any Subsidiary (other than a Securitization Subsidiary) in any way other than pursuant to Standard Securitization Undertakings and any Permitted Securitization Guaranty, and (iii) the entering into and performance of such transaction would not reasonably be expected to result in a Ratings Event;

(r) "Standard Securitization Undertakings" means representations, warranties, covenants and indemnities provided by the Corporation or any Subsidiary in connection with a Securitization Transaction which are reasonably customary in similar securitization transactions;

(s) "Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting;

(t) "Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt;

(u) "Subsidiary" means, with respect to the Corporation, any corporation, limited liability company, joint venture or partnership of which the Corporation (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests of such entity, or (iii) the capital or profit interests, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body;

(v) "Transactions" means (1) the Reorganization, (2) the Initial Public Offering, (3) the issuance by the Corporation of $600 million aggregate amount of the Corporation's Equity Units and the issuance and sale by the Corporation of shares of Common Stock in accordance with the terms of such Equity Units and (4) the issuance by the Corporation of $100 million of its Series A Cumulative Preferred Stock; and

(w) "Wholly Owned Subsidiary" means each Subsidiary in which the Corporation owns (directly or indirectly) all of the outstanding voting Stock, voting power, partnership interests or similar ownership interests, except for director's qualifying shares in nominal amount.

ARTICLE V
BYLAWS

Bylaws for the Corporation may be adopted, amended, altered or repealed consistent with law and subject to the provisions of this Certificate of Incorporation (including any Preferred Stock Designation), and, once adopted, any Bylaw may be altered and repealed: (i) by the affirmative vote of the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote thereon; or (ii) by the affirmative vote of a majority of the total number of directors which the Corporation would have if there were no vacancies on the Board of Directors (the "Whole Board"); provided, however, that any adoption, amendment, alteration or repeal of the Bylaws by action of the Board of Directors shall require the affirmative vote of a greater number of the directors if so provided by the Bylaws.

ARTICLE VI
STOCKHOLDER ACTION

Section 1. Action by Consent In Lieu of a Meeting. Except for actions taken by written consent by the holders of the Class B Common Stock consenting separately as a class or as otherwise provided pursuant to provisions of this Certificate of Incorporation (including any Preferred Stock Designation) fixing the powers, privileges or rights of any class or series of stock other than the Common Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

Section 2. Special Meetings. Prior to the Operative Date, except as required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to the payment of dividends or distributions upon liquidation, special meetings of stockholders of the Corporation of any class or series for any purpose or purposes may be called only (i) by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the Whole Board or (ii) upon the written request of the holders of a majority of the Class B Common Stock filed with the Secretary of the Corporation. Effective upon and commencing as of the Operative Date, except as required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to the payment of dividends or distributions upon liquidation, special meetings of stockholders of the Corporation of any class or series for any purpose or purposes may be called only (x) by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the Whole Board or (y) upon the written request of the holders of at least forty percent (40%) of the outstanding shares of Common Stock filed with the Secretary of the Corporation.

Section 3. Stockholder Nomination of Director Candidates and Other Stockholder Proposals. Advance notice of stockholder nominations for the election of directors and of the proposal by stockholders of any other action to be taken by the stockholders shall be given in such manner as shall be provided in the Bylaws of the Corporation.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. Number of Directors. Until the first date on which GE shall beneficially own fifty percent (50%) or less of the outstanding shares of Common Stock, the number of directors authorized to be elected by the holders of the Common Stock of the Corporation shall be nine (9). Beginning on the first date on which GE shall beneficially own fifty percent (50%) or less but at least ten percent (10%) of the outstanding shares of Common Stock, the number of directors authorized to be elected by the holders of Common Stock of the Corporation shall be eleven (11). Beginning on the first date on which GE shall beneficially own less than ten percent (10%) of the outstanding shares of Common Stock, the number of directors of the Corporation authorized to be elected by the holders of Common Stock of the Corporation shall be not less than one (1) nor more than fifteen (15). The exact number of directors constituting the entire Board of Directors shall be fixed, subject to the provisions of this Certificate of Incorporation, from time to time by resolution of the Board of Directors or by a nominating committee appointed by the Board of Directors.

Section 2. Election of Members to the Board. Except as provided in Article VII, Section 7, the right to elect persons to the Board of Directors shall be allocated as follows:

(a) At any time when GE shall beneficially own more than fifty percent (50%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect four (4) directors;

(b) At any time when GE shall beneficially own at least thirty-three percent (33%) but not more than fifty percent (50%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect four (4) directors; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock;

(c) At any time when GE shall beneficially own at least twenty percent (20%) but less than thirty-three percent (33%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect three (3) directors; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock;

(d) At any time when GE shall beneficially own at least ten percent (10%) and less than twenty percent (20%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect one (1) director; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock; and

(e) At any time when GE shall beneficially own less than ten percent (10%) of the outstanding shares of Common Stock, the holders of the Class A Common Stock shall be entitled to elect all of the directors to be elected at such election by the holders of Common Stock. Concurrently with any conversion of all of the outstanding shares of Class B Common Stock into shares of Class A Common Stock in accordance with Article IV, Sections 3(c) and 3(d) of this Certificate of Incorporation, the former holders of the Class B Common Stock shall cease to have the absolute right to designate or cause the election or maintenance of any directors of the Corporation.

Section 3. Annual Meetings. Elections of members of the Board of Directors shall be held annually at the annual meeting of stockholders and each member of the Board of Directors shall hold office until such director's successor is elected and qualified, subject to such director's earlier death, resignation, disqualification or removal.

Section 4. Written Ballot Not Required. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

Section 5. Resignation; Removal. Any director may resign at any time upon written notice or notice by electronic transmission to the attention of the Secretary of the Corporation.

(a) Removal for Cause. Any director may be removed from office for cause by the affirmative vote of a majority of the outstanding shares of Common Stock (and any series of Preferred Stock then entitled to vote at an election of directors), voting together as a single class.

(b) Class B Common Stock Director Removal Without Cause. Any director elected by the vote of the holders of the Class B Common Stock voting separately as a class may be removed from office at any time, without cause, solely by the affirmative vote of the holders of a majority of the outstanding shares of the Class B Common Stock, voting as a separate class.

(c) Class A Common Stock Director Removal Without Cause. Any director elected by the vote of the holders of the Class A Common Stock voting together as a single class, may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the outstanding shares of Class A Common Stock, voting together as a single class.

(d) Common Stock Removal Without Cause. Any director elected by the vote of the holders of the Class A Common Stock and Class B Common Stock voting together as a single class, may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the outstanding shares of Class A Common Stock and Class B Common Stock, voting together as a single class.

Section 6. Vacancies.

(a) Prior to consummation of the Initial Public Offering, the Board of Directors shall, by majority vote, have the power to designate (i) which of its members are deemed to have been elected by the holders of the Class A Common Stock, (ii) which of its members are deemed to have been elected by the holders of the Class B Common Stock and (iii) which class of directors shall have the right to fill any vacancies on the Board of Directors that exist upon the filing of this Certificate of Incorporation.

(b) At any time when GE shall beneficially own at least ten percent (10%) of the outstanding shares of Common Stock, vacancies in the Board of Directors resulting from an enlargement of the Board of Directors from nine (9) directors to eleven (11) directors pursuant to Article VII, Section 1, shall be filled in the following manner:

(i) the first such vacancy shall be filled only by the vote of a majority of the directors elected by the holders of the Class A Common Stock, and the director elected to fill such vacancy shall be deemed to have been elected by the holders of the Class A Common Stock; and

(ii) the second such vacancy shall be filled only by the vote of a majority of the directors elected by the holders of the Class A Common Stock and the Class B Common Stock, voting together as a single class, and the director elected to fill such vacancy shall be deemed to have been elected by the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class;

provided, however, that any vacancy in the Board of Directors existing prior to the enlargement of the Board of Directors pursuant to Article VII, Section 1 shall be filled prior to the filling of the vacancies resulting from the enlargement of the Board of Directors.

(c) At any time when GE shall beneficially own at least ten percent (10%) of the outstanding shares of Common Stock, any vacancy in the Board of Directors of a director elected by the holders of Class B Common Stock, voting as a separate class, pursuant to Section 2 of this Article VII, shall be filled only by the vote of a majority of the remaining directors so elected by the Class B Common Stock or, if there are none, by a vote of the holders of Class B Common Stock, voting as a separate class. Any vacancy in the Board of Directors of a director elected by the holders of the Class A Common Stock, voting as a separate class, pursuant to Section 2 of this Article VII, shall be filled only by the vote of the remaining directors elected by the holders of the Class A Common Stock, or if there are none, by a vote of the holders of the Class A Common Stock, voting as a separate class. Any vacancy in the Board of Directors of a director elected by the holders of the Class A Common Stock and the Class B Common Stock, voting together as a single class, pursuant to Section 2 of this Article VII, shall be filled only by

the vote of the remaining directors so elected by the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class, or if there are none, by a vote of the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class. Subject to Article VII, Section 6(a) of this Certificate of Incorporation, any other vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board of Directors, shall be filled only by a vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 7. Preferred Stock. Subject to the provisions of this Certificate of Incorporation, during any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to said provisions, (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal and (iii) any vacancies in such directorships shall be filled in accordance with the applicable Preferred Stock Designation. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate and the total and authorized number of directors of the Corporation shall be reduced accordingly.

Section 8. Executive Committee. Prior to the Operative Date, the Board of Directors shall not have the power to establish an executive committee or any other committee having authority typically reserved for an executive committee.

ARTICLE VIII
LIMITATIONS ON LIABILITY OF AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Limited Liability. A director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a

party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation, or has or had agreed to become a director of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 4 of this Article VIII, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

Section 3. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VIII or otherwise.

Section 4. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article VIII is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 5. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VIII shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person is entitled to collect and is collectible as indemnification or advancement of expenses from such other corporation, limited liability company, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 7. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 8. Other Indemnification and Prepayment of Expenses. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE IX
CORPORATE OPPORTUNITIES AND CONFLICTS OF INTEREST

Section 1. General. In recognition and anticipation (i) that the Corporation will not be a wholly owned subsidiary of GE and that GE will be a significant stockholder of the Corporation, (ii) that directors, officers and/or employees of GE may serve as directors and/or officers of the Corporation, (iii) that GE may engage and are expected to continue to engage in the same, similar or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (iv) that GE may have an interest in the same areas of corporate opportunity as the Corporation and Affiliated Companies thereof, and (v) that, as a consequence of the foregoing, it is in the best interests of the Corporation that the respective rights and duties of the Corporation and of GE, and the duties of any directors or officers of the Corporation who are also directors, officers or employees of GE, be determined and delineated in respect of any transactions between, or opportunities that may be suitable for both, the Corporation and Affiliated Companies thereof, on the one hand, and GE, on the other hand, the provisions of this Article IX shall to the fullest extent permitted by law regulate and define the conduct of certain of the business and affairs of the Corporation in relation to GE and the conduct of certain affairs of the Corporation as they may involve GE and its officers and directors, and the power, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. Any person purchasing or otherwise acquiring any shares of capital stock of the Corporation, or any interest therein, shall be deemed to have notice of and to have consented to the provisions of this Article IX.

Section 2. Certain Agreements and Transactions Permitted. The Corporation may from time to time enter into and perform, and cause or permit any Affiliated Company of the Corporation to enter into and perform, one or more agreements (or modifications or supplements to pre-existing agreements) with GE pursuant to which the Corporation or an Affiliated Company thereof, on the one hand, and GE, on the other hand, agree to engage in transactions of any kind or nature with each other and/or agree to compete, or to refrain from competing or to limit or restrict their competition, with each other, including to allocate and to cause their respective directors, officers and employees (including any who are directors, officers or employees of both) to allocate opportunities between or to refer opportunities to each other. Subject to Article IX, Section 4, no such agreement, or the performance thereof by the Corporation or any Affiliated Company thereof, or GE, shall, to the fullest extent permitted by law, be considered contrary to (i) any fiduciary duty that GE may owe to the Corporation or any Affiliated Company thereof or to any stockholder or other owner of an equity interest in the Corporation or an Affiliated Company thereof by reason of GE being a controlling or significant stockholder of the Corporation or of any Affiliated Company thereof or participating in the

control of the Corporation or of any Affiliated Company thereof or (ii) any fiduciary duty of any director or officer of the Corporation or any Affiliated Company thereof who is also a director, officer or employee of GE to the Corporation or such Affiliated Company, or to any stockholder thereof. Subject to Article IX, Section 4, to the fullest extent permitted by law, GE, as a stockholder of the Corporation or any Affiliated Company thereof, or as a participant in control of the Corporation or any Affiliated Company thereof, shall not have or be under any fiduciary duty to refrain from entering into any agreement or participating in any transaction referred to above and no director, officer or employee of the Corporation who is also a director, officer or employee of GE shall have or be under any fiduciary duty to the Corporation or any Affiliated Company thereof, to refrain from acting on behalf of the Corporation or any Affiliated Company thereof or of GE in respect of any such agreement or transaction or performing any such agreement in accordance with its terms.

Section 3. Business Activities. Except as otherwise agreed in writing between the Corporation and GE, GE shall to the fullest extent permitted by law have no duty to refrain from (i) engaging in the same or similar activities or lines of business as the Corporation or (ii) doing business with any client, customer or vendor of the Corporation, and (except as provided in Article IX, Section 4 below) neither GE nor any officer, director or employee thereof shall, to the fullest extent permitted by law, be deemed to have breached its fiduciary duties, if any, to the Corporation solely by reason of GE's engaging in any such activity. In the event that GE acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE, GE shall to the fullest extent permitted by law have fully satisfied and fulfilled its fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if GE acts in a manner consistent with the following policy: if GE acquires knowledge of a potential transaction or matter which is a corporate opportunity, such corporate opportunity shall belong to GE unless such opportunity was expressly offered to GE in its capacity as a stockholder of the Corporation. In the case of any corporate opportunity in which the Corporation has renounced its interest and expectancy in the previous sentence, GE shall to the fullest extent permitted by law not be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that GE acquires or seeks such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or otherwise does not communicate information regarding such corporate opportunity to the Corporation.

Section 4. Corporate Opportunities. (a) In the event that a director or officer of the Corporation who is also a director or officer of GE acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE, such director or officer shall to the fullest extent permitted by law have fully satisfied and fulfilled his fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if such director or officer acts in a manner consistent with the following policy:

(i) a corporate opportunity offered to any person who is a director but not an officer of the Corporation and who is also a director or officer of GE shall belong to the Corporation only if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Corporation and otherwise shall belong to GE; and

(ii) a corporate opportunity offered to any person who is an officer of both the Corporation and GE shall belong to the Corporation unless such opportunity is expressly offered to such person solely in his or her capacity as an officer of GE, in which case such opportunity shall belong to GE.

(b) If an officer or director of the Corporation, who also serves as an officer or director of GE, acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE in any manner not addressed by Article IX, Sections 4(a)(i) or 4(a)(ii), such officer or director shall have no duty to communicate or present such corporate opportunity to the Corporation and shall to the fullest extent permitted by law not be liable to the Corporation or its shareholders for breach of fiduciary duty as an officer or director of the Corporation by reason of the fact that GE pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity or does not present such corporate opportunity to the Corporation, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should be presented to the Corporation.

Section 5. Certain Definitions. For purposes of this Article IX, (a) "Affiliated Company" in respect of the Corporation shall mean any entity controlled by the Corporation, and (b) "corporate opportunities" shall include, but not be limited to, business opportunities which the Corporation is financially able to undertake, which are, from their nature, in the line of the Corporation's business, are of practical advantage to it and are ones in which the Corporation, but for the provisions of Sections 3 and 4 of this Article IV, would have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of GE or its officers or directors will be brought into conflict with that of the Corporation.

ARTICLE X
SECTION 203 OF THE GENERAL CORPORATION LAW

The Corporation shall not be governed by Section 203 of the DGCL ("Section 203"), and the restrictions contained in Section 203 shall not apply to the Corporation, until the moment in time immediately following the time at which both of the following conditions exist (if ever): (a) Section 203 by its terms would, but for the provisions of this Article X, apply to the Corporation; and (b) there occurs a transaction in which GE's beneficial ownership interest in the Corporation is reduced to less than fifteen percent (15%) of the outstanding shares of Common Stock, and the Corporation shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms shall apply to the Corporation.

ARTICLE XI
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, as from time to time in effect, and to add thereto any other provision authorized by the law of the State of Delaware at the time in force, and, except as may otherwise be explicitly provided by any provision of this Certificate of Incorporation, all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or officers of the Corporation or any other person whomsoever by and pursuant to this Certificate of Incorporation in its present form, or as hereafter amended, are granted subject to the right reserved in this Article XI.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation on April 1, 2013.

SUB XLVI, INC.

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: President

Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

GENWORTH FINANCIAL, INC.

(Effective as of April 1, 2013)

Article I.

Office

Section 1.1. Office. The principal executive office of this corporation shall be in the county of Henrico in the Commonwealth of Virginia.

Article II.

Meetings of Stockholders

Section 2.1. Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 2.2. Special Meetings. Special meetings of stockholders may be called in the manner set forth in the Amended and Restated Certificate of Incorporation.

Section 2.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Amended and Restated Certificate of Incorporation or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation.

Section 2.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and, subject to the second succeeding sentence, notice need not be given of any such adjourned meeting if the time, date and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.5. Quorum. Except as otherwise provided by law, the Amended and Restated Certificate of Incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 2.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation or any subsidiary of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board who is senior to the other Vice Chairmen of the Board in length of corporation service, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a presiding person designated by the Board of Directors, or in the absence of such designation, by a presiding person chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the person presiding over the meeting may appoint any person to act as secretary of the meeting.

Section 2.7. Voting; Proxies. Except as otherwise provided by law or the Amended and Restated Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. All questions presented to the stockholders at a meeting at which a quorum is present (other than the election of directors, which is governed by Section 3.2 of these bylaws) shall, unless otherwise provided by the Amended and Restated Certificate of Incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the corporation, or applicable law or pursuant to any regulation applicable to the corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the corporation which are present in person or by proxy and entitled to vote thereon.

Section 2.8. Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the

resolution fixing the record date is adopted by the Board of Directors, and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting; and (2) in the case of any other action, shall not be more than sixty (60) days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 2.9. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the corporation. The list of stockholders must also be open to examination at the meeting as required by applicable law.

Section 2.10. Inspectors of Election. The corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may (unless otherwise required by applicable law) be employees of the corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 2.11. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.12. Notice of Stockholder Nominations and Other Business.

(a) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board of Directors of the corporation and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (A) pursuant to the corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or any committee thereof, or (C) by any stockholder of the corporation who (i) was a stockholder of record of the corporation at the time the notice provided for in this Section 2.12 is delivered to the Secretary of the corporation and at the time of the annual meeting, (ii) is entitled to vote at the meeting, and (iii) complies with the notice procedures set forth in this Section 2.12. Clause (C) of the preceding sentence shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the corporation's notice of meeting) before an annual meeting of stockholders.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of paragraph (a)(1) of this Section 2.12, the stockholder must have given timely notice thereof in writing to the Secretary of the corporation and any such proposed business other than the nominations of persons for election to the Board of Directors must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the

corporation not earlier than the close of business on the one hundred twentieth (120th) day nor later than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(3) A stockholder's notice delivered pursuant to this Section 2.12 shall set forth: (A) as to each person whom the stockholder proposes to nominate for election as a director (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Exchange Act and (ii) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owners, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder and such beneficial owner, with respect to shares of stock of the corporation, (v) a representation that the stockholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, and (vi) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee or (b) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements shall be deemed satisfied by a stockholder if the stockholder has notified the corporation of his or her intention to present a

proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the corporation to solicit proxies for such annual meeting. The corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the corporation. Notwithstanding the foregoing, the information required by clauses (a)(3)(C)(ii), (a)(3)(C)(iii) and (a)(3)(C)(iv) of this Section 2.12 shall be updated by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(4) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 2.12 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the corporation at an annual meeting is increased and there is no public announcement by the corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.12 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the corporation's notice of meeting (1) by or at the direction of the Board of Directors or any committee thereof, or (2) provided that the Board of Directors (or stockholders pursuant to the Amended and Restated Certificate of Incorporation) has determined that directors shall be elected at such meeting, by any stockholder of the corporation who (i) is a stockholder of record of the corporation at the time the notice provided for in this Section 2.12 is delivered to the Secretary of the corporation and at the time of the special meeting, (ii) is entitled to vote at the meeting and upon such election, and (iii) complies with the notice procedures set forth in this Section 2.12, including paragraph (a)(3) hereof. Clause (2) of this paragraph (b) shall be the exclusive means for a stockholder to make nominations before a special meeting of stockholders. For nominations to be properly brought by a stockholder before a special meeting pursuant to clause (2) of this paragraph (b), the stockholder must have given timely notice thereof in writing to the Secretary of the corporation. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.12 or the Amended and Restated Certificate of Incorporation shall be eligible to be elected at an annual or special meeting of stockholders of the corporation to serve as directors and only such other business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.12. Except as otherwise provided by law, the person presiding at the meeting of stockholders shall have the power and duty (a) to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.12 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (a)(3)(C)(vi) of this Section 2.12) and (b) if any proposed nomination or other business was not made or proposed in compliance with this Section 2.12, to declare that such nomination shall be disregarded or that such proposed other business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.12, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the corporation to present a nomination or other business, such nomination shall be disregarded and such proposed other business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the corporation. For purposes of this Section 2.12, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 2.12, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this Section 2.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.12; provided however, that any references in these bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.12 (including clause (a)(1)(C) and paragraph (b) hereof), and compliance with clause (a)(1)(C) and paragraph (b) of this Section 2.12 shall be the exclusive means for a stockholder to make nominations or submit other business, as applicable (other than matters brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as may be amended from time to time). Nothing in this Section 2.12 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (B) of the holders of any class or series of preferred stock to elect directors pursuant to any applicable provisions of the Amended and Restated Certificate of Incorporation.

Article III.

Board of Directors

Section 3.1. Number; Qualifications. The Board of Directors shall consist of not less than one nor more than fifteen members, the number thereof to be determined from time to time subject to the provisions of, and in the manner specified in, the Amended and Restated Certificate of Incorporation. Directors need not be stockholders.

Section 3.2. Election; Resignation; Vacancies. At each annual meeting of stockholders, members of the Board of Directors shall be elected by a "majority of votes cast" (as defined herein) to hold office until the next annual meeting, unless the election is contested, in which case directors shall be elected by a plurality of votes properly cast. An election shall be contested if, as determined by the Board of Directors, the number of nominees exceeds the number of directors to be elected. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation (including resignation pursuant to the resignation policy set forth below), disqualification or removal. For the purposes of this Section, a "majority of votes cast" means that the number of votes properly cast "for" a director exceeds the number of votes properly cast "against" that director, with abstentions and broker non-votes counting as votes neither "for" nor "against" such director's election. Any current director who is a nominee for a member of the Board of Directors in an uncontested election who does not receive a majority of votes cast at such election shall promptly tender his or her resignation from the Board of Directors (the effectiveness of which shall be made subject to the acceptance thereof by the Board of Directors) following certification of the stockholder vote. The Nominating and Corporate Governance Committee shall assess the appropriateness of such nominee continuing to serve as a director and shall recommend to the Board of Directors whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors shall act on the Nominating and Corporate Governance Committee's recommendation and publicly disclose its decision and the reason for its decision. Any director may resign at any time upon notice to the corporation. Unless otherwise provided by law, any newly created directorship or any vacancy occurring in the Board of Directors for any cause shall be filled in the manner set forth in the Amended and Restated Certificate of Incorporation, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified, subject to such director's earlier death, resignation, disqualification or removal.

Section 3.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 3.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given, in accordance with Section 8.3 hereof, by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 3.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this **bylaw** shall constitute presence in person at such meeting.

Section 3.6. Quorum; Vote Required for Action. Subject to the Amended and Restated Certificate of Incorporation, at all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the Amended and Restated Certificate of Incorporation, these bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his or her absence by the Vice Chairman of the Board who is senior to the other Vice Chairmen of the Board in length of corporation service, if any, or in his or her absence by the President (provided that the President is then a member of the Board of Directors), or in their absence by a presiding person chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the person presiding over the meeting may appoint any person to act as secretary of the meeting.

Section 3.8. Action by Unanimous Consent of Directors. Unless otherwise restricted by the Amended and Restated Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board or committee.

Article IV.

Committees

Section 4.1. Committees. The Board of Directors may, subject to the provisions of the Amended and Restated Certificate of Incorporation, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 4.2. Nominating and Corporate Governance Committee. The Nominating and Corporate Governance Committee shall propose nominees for election to the Board of Directors, which proposals shall be acted upon by the Board.

Section 4.3. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these bylaws.

Article V.

Officers

Section 5.1. Officers. As determined by the Board of Directors (or the Chairman pursuant to Section 5.2), the officers of the corporation shall include the officers set forth in this Article V.

Section 5.2. Chairman; Chief Executive Officer. A Chairman of the Board who shall be chosen by the directors from their own number and a Chief Executive Officer who shall be chosen by the Board of Directors. The Chairman of the Board may be the Chief Executive Officer of the corporation. The Chief Executive Officer of the corporation, shall have general management, subject to the control of the Board of Directors, of the business of the corporation, including the appointment of all officers (other than those officers for whose election or appointment a provision is made in these bylaws stating that such officers shall be chosen solely by the Board of Directors) and employees of the corporation; provided, however, that with respect to the appointment of a Chief Financial Officer, the Chief Executive Officer shall consult with the Audit Committee of the Board of Directors prior to such appointment. The Chief Executive Officer shall also have the power, at any time, to discharge or remove any officer or employee of the corporation (subject to the requirement to consult with the Audit Committee of the Board of Directors prior to the discharge or removal of a Chief Financial Officer), and shall perform all other duties appropriate to this office. The Chairman of the Board shall preside at all meetings of the Board of Directors, and he or she may at any time call any meeting of the Board of Directors; he or she may also at his or her discretion call or attend any meeting of any committee of the Board of Directors, whether or not a member of such committee.

Section 5.3. President. A President of the corporation who shall be chosen by the Board of Directors. The office of President will normally be vested in the Chairman of the Board, provided, however, that in the discretion of the Board of Directors, the position of President may be established independent of, but accountable to, the Chairman of the Board.

Section 5.4. Vice President. Two or more Vice Presidents, one or more of whom may also be designated Executive Vice Presidents or Senior Vice Presidents accountable to the Chief Executive Officer or such other officer or officers as the Chief Executive Officer shall designate.

Section 5.5. Chief Financial Officer. A Chief Financial Officer who shall be the principal financial officer of the corporation. In the absence or disability of the Chief Financial Officer, the Chairman of the Board may designate a person to exercise the powers of such office.

Section 5.6. Controller and Treasurer. A Controller and a Treasurer who shall be officers of the corporation. The Treasurer and Controller shall perform such duties as may be assigned by the Chief Financial Officer. In the absence or disability of the Controller or Treasurer, the Chairman of the Board may designate one or more persons to execute the powers of such offices.

Section 5.7. Secretary. A Secretary who shall record in proper books to be kept for that purpose and have custody of the minutes of the meetings of the stockholders of the corporation and of meetings of the Board of Directors and of committees of the Board of Directors (other than the Management Development and Compensation Committee) and who shall be responsible for the custody and care of the seal of the corporation. He or she shall attend to the giving and serving of all notices of the corporation and perform such other duties as may be imposed upon him by the Board of Directors.

Section 5.8. Assistant Secretary and Attesting Secretaries. The Secretary may appoint an Assistant Secretary and Attesting Secretaries, each of whom shall have the power to affix and attest the corporate seal of the corporation, and to attest the execution of documents on behalf of the corporation and who shall perform such other duties as may be assigned by the Secretary; and in the absence or disability of the Secretary, the Assistant Secretary may be designated by the Chairman of the Board to exercise the powers of the Secretary.

Section 5.9. Other Officers. Such other officers as the Board of Directors or the Chairman of the Board may from time to time appoint, including one or more Vice Chairmen, which Vice Chairman or Vice Chairmen may, but need not, be members of the Board of Directors. One person may hold two or more offices, except that no person shall simultaneously hold the offices of President and Secretary.

Section 5.10. Election. Except as otherwise permitted by these bylaws (including pursuant to Section 5.2), all officers specifically referred to in this Article V shall be elected by the Board of Directors for an initial term which shall continue until the first meeting of the Board of Directors following the next annual statutory meeting of stockholders, and thereafter such officers shall be elected for one-year terms; provided, however, that all such officers shall serve at the pleasure of the Board of Directors. In addition to the powers and the duties specified herein, all officers of the corporation shall exercise such powers and perform such duties as the Chief Executive Officer may from time to time direct, provided that these powers and duties are not inconsistent with any outstanding resolutions of the Board of Directors.

Section 5.11. Incapacity. In the event of the absence, incapacity, illness or the death of the Chairman of the Board, the duties of the Chairman of the Board shall be assumed by the Vice Chairman of the Board who is senior to the other Vice Chairmen of the Board in length of corporation service, or in the absence of any such Vice Chairman of the Board, the President, provided that the President is then a member of the Board of Directors or, in the absence of all of the foregoing, an acting chairman elected by the directors from their own number.

Article VI.

Removal of Officers and Employees

Section 6.1. Removal. Except as otherwise provided in the Amended and Restated Certificate of Incorporation and these bylaws, any officer or employee of the corporation may, at any time, be removed by the affirmative vote of at least a majority of the Board of Directors. In case of such removal the officer so removed shall forthwith deliver all the property of the corporation in his possession, or under his control, to some person to be designated by the Board of Directors. Except to the extent set forth in Article V, Section 5.2 of these bylaws, nothing herein contained shall limit the power of any officer to discharge any subordinate.

Section 6.2. Temporary Delegation. The Board of Directors may at any time, in the transaction of business, temporarily delegate any of the duties of any officer to any other officer or person selected by it.

Section 6.3. Vacancies. Any vacancy occurring in any office, may be filled for the unexpired term by the Board of Directors or the Chairman of the Board; provided, however, that (a) the Chairman of the Board shall not have the power to fill a vacancy occurring in the office of any officer for whose election or appointment a provision is made in these bylaws stating that such officer shall be chosen solely by the Board of Directors and (b) prior to filling any vacancy in respect of the office of the Chief Financial Officer, the Chairman of the Board shall consult with the Audit Committee of the Board of Directors.

Article VII.

Stock

Section 7.1. Certificates. The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Every holder of shares of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation certifying the number of shares owned by such holder in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 7.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Article VIII.

Miscellaneous

Section 8.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 8.2. Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 8.3. Manner of Notice. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

Section 8.4. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 8.5. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 8.6. Amendment of Bylaws. These bylaws may be altered, amended or repealed, at any time, in the manner provided in the Amended and Restated Certificate of Incorporation of this corporation.

Article IX.

Emergency Bylaw

Section 9.1. Effective Time. This Emergency Bylaw shall become effective if a state of national emergency is declared by the government of the United States and shall cease to be effective when the government of the United States shall declare that the state of national emergency no longer exists. This Emergency Bylaw may also become effective in the manner outlined in Section 9.5 of this Article.

Section 9.2. Management. In the event this Emergency Bylaw shall become effective, the business of the corporation shall continue to be managed by those members of the Board of Directors in office at the time the emergency arises who are available to act during the emergency. If less than three such directors are available to act, additional directors, in whatever number is necessary to constitute a Board comprised of three directors, shall be selected automatically from the first available officers or employees in the order provided in the emergency succession list established by the Board of Directors and in effect at the time an emergency arises.

Section 9.3. Unavailability of Directors. For the purposes of Sections 9.2 and 9.4(c) of this Article, a director shall be deemed unavailable to act if he or she shall fail to attend a directors' meeting called in the manner provided in Section 9.4(a) of this Article. This section, however, shall not affect in any way the right of a director in office at the time an emergency arises to continue as a director.

Section 9.4. Procedures. The Board of Directors shall be governed by the following basic procedures and shall have the following specific powers in addition to all other powers which it would otherwise have.

(a) Meetings of the Board of Directors may be called by any director, or by the first available officer or employee in the order provided in the emergency succession list referred to in Section 9.2 of this Article. Notice of any meeting of the Board of Directors during such an emergency may be given only to such of the directors as it may be feasible to reach at the time and by such means as may be feasible at the time, including publication or radio.

(b) Three directors shall constitute a quorum which may in all cases act by majority vote.

(c) If the number of directors who are available to act shall drop below three, additional directors, in whatever number is necessary to constitute a Board of three directors, shall be selected automatically from the first available officers or employees in the order provided in the emergency succession list referred to in Section 9.2 of this Article.

(d) Additional directors, beyond the minimum number of three directors, but not more than three additional directors, may be elected from any officers or employees on the emergency succession list referred to in Section 9.2 of this Article.

(e) The Board of Directors may establish any additional procedures and may amend any of the provisions of this Article concerning the interim management of the affairs of the corporation in an emergency if it considers it to be in the best interests of the corporation to do so, except that it may not change Sections 9.3 or 9.4(e) of this Article in any manner which excludes from participation any person who was a director in office at the time an emergency arises.

(f) To the extent that it considers it practical to do so, the Board of Directors shall manage the business of the corporation during an emergency in a manner which is consistent with the Amended and Restated Certificate of Incorporation and these bylaws. It is recognized, however, that in an emergency it may not always be practical to act in this manner and this Emergency Bylaw is intended to and hereby empowers the Board of Directors with the maximum authority possible under the General Corporation Law of the State of Delaware, and all other applicable law, to conduct the interim management of the affairs of the corporation in an emergency in what it considers to be in the best interests of the corporation.

Section 9.5. Obvious Emergency. If an obvious defense emergency exists because of an enemy attack and, if by reason of the emergency, the government of the United States is itself unable to declare a state of national emergency as contemplated by Section 9.1 of this Article, then:

(a) A quorum of the Board of Directors pursuant to Article III of these bylaws may order the effectiveness of this Emergency Bylaw; or

(b) If a quorum of the Board of Directors pursuant to Article III of these bylaws is not present at the first Board of Directors meeting called, in the manner provided in Section 9.4(a) of this Article, after an emergency arises, then the provisions of this Emergency Bylaw shall automatically become effective and shall remain in effect until it is practical for a normally constituted Board of Directors to resume management of the business of the corporation.

Exhibit 3.3

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
GENWORTH HOLDINGS, INC.

ARTICLE I
NAME

The name of the corporation (hereinafter referred to as the "Corporation") is Genworth Holdings, Inc.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III
PURPOSE

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be incorporated under the General Corporation Law of the State of Delaware, as from time to time in effect (the "DGCL").

ARTICLE IV
CAPITAL STOCK

Section 1. Authorized Capital Stock.

(a) The total number of shares of stock that the Corporation shall have authority to issue is two billion three hundred million (2,300,000,000) shares, consisting of: (1) one billion five hundred million (1,500,000,000) shares of Class A Common Stock, par value $.001 per share (the "Class A Common Stock"); (2) seven hundred million (700,000,000) shares of Class B Common Stock, par value $.001 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock"); and (3) one hundred million (100,000,000) shares of Preferred Stock, par value $.001 per share (the "Preferred Stock"), issuable in one or more series as hereinafter provided.

(b) The holders of the Class A Common Stock and the holders of the Class B Common Stock shall be entitled to vote on all matters upon which the holders of the Class A Common Stock and Class B Common Stock, respectively, are entitled to vote under law or under this Certificate of Incorporation. The holders of Class A Common Stock and Class B Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock and Class B Common Stock held by such stockholder. Except as otherwise provided in this Certificate of Incorporation or as required by law, the holders of the Class A Common Stock and the holders of Class B Common Stock shall vote together as a single class.

Section 2. Designation of Preferred Stock Terms. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the DGCL (hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, privileges, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) the designation of the series, which may be by distinguishing number, letter or title;

(b) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding) in the manner permitted by law;

(c) the rights in respect of any dividends (or method of determining the dividends), if any, payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates or the method for determining the date or dates upon which such dividends shall be payable;

(d) whether dividends, if any, shall be cumulative or noncumulative, and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall cumulate;

(e) if the shares of such series may be redeemed by the Corporation, the price or prices (or method of determining such price or prices) at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the Corporation or of another corporation or other entity) for which, the period or periods within which and the other terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events, if any, including the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise;

(f) the amount, if any, payable out of the assets of the Corporation to the holders of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(g) provisions, if any, for the conversion or exchange of the shares of such series, at any time or times, at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same class of capital stock of the Corporation or into any other security of the Corporation, or into the stock or other securities of any other corporation or other entity, and the price or prices or rate or rates of conversion or exchange and any adjustments applicable thereto, and all other terms and conditions upon which such conversion or exchange may be made;

(h) restrictions on the issuance of shares of the same series or of any other class or series of capital stock of the Corporation, if any;

(i) the voting rights and powers, if any, of the holders of shares of the series; and

(j) such other powers, privileges, preferences and rights, and qualifications, limitations and restrictions thereof, as the Board of Directors shall determine.

Section 3. Rights of Class B Common Stock.

(a) The holder or holders of the Class B Common Stock shall have such voting powers as are set forth herein and as are permitted by the DGCL.

(b) In addition to any other vote required by law or by this Certificate of Incorporation, until the first date on which GE beneficially owns less than fifteen percent (15%) of the outstanding shares of Common Stock, the prior affirmative vote or written consent of the holders of a majority of the outstanding shares of the Class B Common Stock, voting or consenting separately as a class, shall be required to authorize the Corporation to adopt or implement any stockholder rights plan or similar takeover defense measure.

(c) Once GE's beneficial ownership interest in the Corporation is reduced to less than ten percent (10%) of the outstanding shares of Common Stock, all outstanding shares of Class B Common Stock shall automatically, without any further act or deed on the part of this Corporation or any other person, be converted into shares of Class A Common Stock on a share-for-share basis. In the event of any automatic conversion of Class B Common Stock pursuant to this Article IV, Section 3(c), certificates formerly representing outstanding shares of Class B Common Stock will thereafter be deemed to represent a like number of shares of Class A Common Stock.

(i) Upon any conversion of shares of Class B Common Stock into shares of Class A Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d), no adjustment with respect to dividends shall be made; only those dividends shall be payable on the shares so converted as have been declared and are payable to holders of record of shares of Class B Common Stock as of a record date prior to the conversion date with respect to the shares so converted; and only those dividends shall be payable on shares of Class A Common Stock issued upon such conversion as have been declared and are payable to holders of record of shares of Class A Common Stock as of a record date after such conversion date.

(ii) Shares of the Class B Common Stock converted into shares of Class A Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d) shall be retired and the Corporation shall not be authorized to reissue such shares of Class B Common Stock.

(iii) Such number of shares of Class A Common Stock as may from time to time be required for such purpose shall be reserved for issuance upon conversion of outstanding shares of Class B Common Stock pursuant to this Article IV, Section 3(c) or Article IV, Section 3(d).

(d) The Class B Common Stock shall be beneficially owned only by GE and any purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock to any Person other than GE shall result in the automatic conversion of such transferred shares of Class B Common Stock into shares of Class A Common Stock, effective immediately upon any such purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock, provided that a pledge of shares of Class B Common Stock, prior to default thereunder, which does not grant to the pledgee the power to vote or direct the vote of the pledged securities or the power to dispose or direct the disposition of the pledged securities prior to a default, without any foreclosure or transfer of ownership shall not trigger the conversion of such Class B Common Stock.

(e) As promptly as practicable after the presentation and surrender for conversion, during usual business hours at any office or agency of the Corporation, of any certificate representing shares of Class B Common Stock that have been converted into shares of Class A Common Stock pursuant to Article IV, Section 3(c) or Article IV, Section 3(d) hereof, the Corporation shall issue and deliver at such office or agency, to or upon the written order of the holder thereof, a certificate for the number of shares of Class A Common Stock issuable upon such conversion. The issuance of certificates for shares of Class A Common Stock issuable upon the conversion of shares of Class B Common Stock by the registered holder thereof shall be made without charge to the converting holder for any tax imposed on the Corporation in respect to the issue thereof. The Corporation shall not, however, be required to pay any tax which may be payable with respect to any transfer involved in the issue and delivery of any certificate in a name other than that of the registered holder of the shares being converted, and the Corporation shall not be required to issue or deliver any such certificate unless and until the person requesting the issue thereof shall have paid to the Corporation the amount of such tax or has established to the satisfaction of the Corporation that such tax has been paid.

(f) In addition to any other vote required by law or by this Certificate of Incorporation, prior to the Operative Date, the prior affirmative vote or written consent of the holders of a majority of the outstanding shares of the Class B Common Stock, voting or consenting separately as a class, shall be required to authorize the Corporation to (and (in the case of clauses (ii), (iii), (iv), (v) and (vi) below) authorize or permit any Subsidiary to):

(i) consolidate or merge with or into any Person;

(ii) permit any Subsidiary to consolidate or merge with or into any Person (other than (1) a consolidation or merger of a Wholly Owned Subsidiary with or into a Wholly Owned Subsidiary or (2) in connection with a Permitted Acquisition);

(iii) directly or indirectly acquire Stock, Stock Equivalents or assets (including, without limitation, any business or operating unit) of any Person (other than the Corporation or its Wholly Owned Subsidiaries), in each case in a single transaction, or series of related transactions, involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by the Corporation or any of its Subsidiaries and Indebtedness of any entity so acquired) paid or delivered by the Corporation and its Subsidiaries in excess of $700 million (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business and transactions to which the Corporation and one or more Wholly Owned Subsidiaries are the only parties or solely between Wholly Owned Subsidiaries);

(iv) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of their respective assets (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of their respective assets (including Stock and Stock Equivalents or through reinsurance transactions), in each case in a single transaction, or series of related transactions, involving consideration (whether in cash, securities, assets or otherwise, and including Indebtedness assumed by any other Person and Indebtedness of any entity acquired by such other Person) paid to or received by the Corporation and its Subsidiaries in excess of $700 million (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business and transactions to which the Corporation and one or more Wholly Owned Subsidiaries are the only parties or solely between Wholly Owned Subsidiaries);

(v) directly or indirectly create, incur, assume, guarantee or otherwise be or become liable with respect to Indebtedness (including Indebtedness of any entity acquired by the Corporation or any of its Subsidiaries, whether or not such Indebtedness is expressly assumed or guaranteed by the Corporation or any of its Subsidiaries) (a) in excess of $700 million outstanding at any one time or (b) that would reasonably be expected to result in a Ratings Event, except in the case of each of clauses (a) and (b), (1) Existing Indebtedness and (2) Permitted Indebtedness;

(vi) issue any Stock or any Stock Equivalents, except (a) the issuance of shares of Class A Common Stock upon conversion of shares of Class B Common Stock pursuant to Sections 3(c) and 3(d) of this Article IV, (b) the issuance of shares of Stock of a Wholly Owned Subsidiary of the Corporation to the Corporation or another Wholly Owned Subsidiary of the Corporation, (c) pursuant to the Transactions, (d) the issuance of shares of Class A Common Stock, stock appreciation rights, options to purchase Class A Common Stock and other Stock-based or Stock-related awards, in each case pursuant to employee benefit plans or dividend reinvestment plans approved by the Board of Directors, and (e) by a Securitization Subsidiary in a Securitization Transaction;

(vii) dissolve, liquidate or wind up the Corporation; or

(viii) alter, amend, terminate or repeal, or adopt any provision inconsistent with, in each case whether directly or indirectly, or by merger, consolidation or otherwise, Articles IV, V, VI, VII, VIII, IX and X of this Certificate of Incorporation or Articles II, III and IV of the Corporation's Bylaws.

Section 4. Dividends.

(a) Subject to provisions of law and the preferences of any series of Preferred Stock and of any other stock ranking prior to the Class A Common Stock or the Class B Common Stock as to the payment of dividends, the holders of the Class A Common Stock and the Class B Common Stock shall be entitled to receive dividends at such time and in such amounts as may be determined by the Board and declared out of any funds lawfully available

therefor, and shares of Preferred Stock of any series shall not be entitled to share therein except as otherwise expressly provided in the resolution or resolutions of the Board providing for the issue of such series.

(b) If and when dividends on the Class A Common Stock and the Class B Common Stock are declared payable from time to time by the Board as provided in this Article IV, Section 4, whether payable in cash, in property or in shares of stock of the Corporation, the holders of Class A Common Stock and the holders of the Class B Common Stock shall be entitled to share equally, on a per share basis, in such dividends, subject to the limitations described below. Except for dividends permitted by Article IV, Section 4(c), if dividends are declared that are payable in shares of Class A Common Stock or Class B Common Stock, such dividends shall be payable at the same rate on all series of Common Stock and the dividends payable in shares of Class A Common Stock shall be payable only to holders of Class A Common Stock and the dividends payable in shares of Class B Common Stock shall be payable only to holders of Class B Common Stock. If the Corporation shall in any manner subdivide or combine the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class of Common Stock shall be proportionally subdivided or combined in the same manner and on the same basis as the outstanding shares of Class A Common Stock or Class B Common Stock, as the case may be, which have been subdivided or combined.

(c) Except with respect to the Class B Common Stock, if no shares of a particular class of Common Stock are outstanding, the Board may declare and distribute a stock dividend payable in shares of that class to the holders of any other class or series of stock then outstanding.

Section 5. For purposes of this Article IV and Articles VI, VII, IX and X

(a) "beneficially own" shall have the meaning set forth in Rule 13d-3 of the Securities Exchange Act of 1934, as amended through the date hereof, but shall not include shares of Common Stock beneficially owned by GE but not for its own account, including (in such exclusion) shares of Common Stock owned by the GE Pension Trust and beneficial ownership which arises by virtue of some entity that is an affiliate of GE being a sponsor or advisor of a mutual or similar fund that beneficially owns shares of Common Stock;

(b) "Excluded Transactions" means (i) guarantees by the Corporation or its Subsidiaries of derivatives of Subsidiaries of the Corporation, (ii) obligations on drawings under commission funding vehicles to be repaid in full by premiums due to the Corporation and its Subsidiaries and guarantees of such repayment by the Corporation and its Subsidiaries, (iii) securities lending by the Corporation and its Subsidiaries where proceeds received are held in investment grade securities during the term of the transaction, (iv) funding agreements and guaranteed investment contracts issued in the ordinary course of business by a Subsidiary of the Corporation that is a regulated life insurance company, (v) repurchase agreements of the Corporation and its Subsidiaries involving investment grade securities, (vi) guarantees given to states or insurance regulatory authorities thereof in connection with the licensing of the business of the Corporation or any Subsidiary in such jurisdiction, (vii) surplus notes issued from time to time by one or more Wholly Owned Subsidiaries which are special purpose captive reinsurance

companies provided that (x) such surplus notes create recourse funding obligations solely to the issuer of such notes and (y) the structure pursuant to which such notes are issued has been approved by applicable insurance regulatory authorities, and (viii) indebtedness (other than any Permitted Securitization Guaranty) between the Corporation and any Wholly Owned Subsidiary or between any two Wholly Owned Subsidiaries (but only to the extent such indebtedness does not increase the consolidated indebtedness of the Corporation and its Subsidiaries in accordance with United States generally accepted accounting principles);

(c) "Existing Indebtedness" means Indebtedness under (1) Yen 60 billion aggregate amount of 1.6% notes due 2011 being assumed by the Corporation in the Reorganization, (2) the Short-term Intercompany Note, dated May 24, 2004 (the "Intercompany Note"), from the Corporation to GEFAHI in the aggregate principal amount of $2.4 billion, (3) the Subordinated Contingent Promissory Note, dated May 24, 2004, from the Corporation to GEFAHI in the aggregate principal of $550 million, and (4) the senior notes due 2009 included in the Equity Units to be issued by the Corporation as part of the Transactions (the principal amount of such senior notes not to exceed $600 million), and, in the case of such senior notes, Indebtedness under any Permitted Refinancing related thereto;

(d) "GE" means General Electric Company, a New York corporation, all successors to General Electric Company by way of merger, consolidation or sale of all or substantially all of its assets, and all corporations, limited liability companies, joint ventures, partnerships, trusts, associations and other entities in which General Electric Company: (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body, but shall not include the Corporation or any Subsidiary of the Corporation;

(e) "Indebtedness" means, with respect to any Person, any liability of such Person in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments and shall also include (1) any capitalized lease obligations of such Person (if and to the extent the same would appear on a balance sheet of such Person prepared in accordance with United States generally accepted accounting principles), (2) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest in or pledge of property owned or acquired by such Person, whether or not the Indebtedness secured thereby is expressly assumed or guaranteed by such Person, and (3) any liability (contingent or otherwise) of such Person under any Permitted Securitization Guaranty, but excluding the aggregate net amount of Indebtedness of (i) the Corporation or any Subsidiary pursuant to Standard Securitization Undertakings and (ii) any Securitization Subsidiary in a Securitization Transaction, in either case, relating to the sale, contribution or other conveyance of financial assets pursuant to a Securitization Transaction, regardless whether such transaction is effected in a manner that would not be reflected as indebtedness on a balance sheet in accordance with United States generally accepted accounting principles; provided, that the liabilities of the Company and its Subsidiaries under Excluded Transactions shall not constitute Indebtedness;

(f) “Initial Public Offering” means the initial public offering of Class A Common Stock as contemplated by the Corporation’s Registration Statement on Form S-1 (No. 333-112009);

(g) “Operative Date” means the first date following the Initial Public Offering on which GE ceases to beneficially own twenty percent (20%) or more of the outstanding shares of Common Stock;

(h) “Permitted Indebtedness” means (1) Indebtedness under (i) the $1.0 billion five-year revolving credit facility entered into by the Corporation on April 30, 2004 with a syndicate of banks (the “Five-year Credit Facility”), (ii) the $1.0 billion 364-day revolving credit facility entered into by the Corporation on May 24, 2004 with a syndicate of banks (the “364-Day Credit Facility” and, collectively with the Five-year Credit Facility, the “Credit Facilities”), and (iii) the commercial paper program to be established by the Corporation after completion of the Initial Public Offering (the aggregate principal amount of Indebtedness under this clause (1) (excluding Indebtedness under the Credit Facilities described in clause (2) of this definition) not to exceed $500 million outstanding at any one time), (2) Indebtedness under the Credit Facilities incurred to fund (i) liabilities of the Corporation and its Subsidiaries under funding agreements or guaranteed investment contracts issued in the ordinary course of business by Subsidiaries of the Corporation that are regulated life insurance companies or (ii) cash payments by the Corporation and its Subsidiaries in connection with insurance policy surrenders and withdrawals in the ordinary course of business, (3) Indebtedness under the $2.4 billion 180-day bridge loan facility to be entered into by the Corporation with a syndicate of banks (the “Short-term Facility”), to the extent the proceeds thereof are used to repay the Intercompany Note, and (4) Indebtedness of up to $1.9 billion aggregate principal amount in senior notes in one or more tranches pursuant to an offering to be made following completion of the Initial Public Offering (collectively, the “Post-IPO Senior Notes”), to the extent the proceeds thereof are used to repay the Short-term Facility and, in the case of each of the Credit Facilities and the Post-IPO Senior Notes, Indebtedness under any Permitted Refinancing related thereto;

(i) “Permitted Refinancing” means any Indebtedness of the Corporation issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund the Indebtedness under the Credit Facilities, the Post-IPO Senior Notes or the senior notes referred to in clause (4) of the definition of Existing Indebtedness, in each case in a principal amount (or accreted value, if applicable) that does not exceed the principal amount of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus, in each case, all accrued interest on the Indebtedness and the amount of all fees and expenses, including, without limitation, premiums, incurred in connection therewith);

(j) “Person” means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(k) “Permitted Acquisition” means any acquisition by the Corporation or any of its Subsidiaries of Stock, Stock Equivalents or assets of any Person not requiring the prior affirmative vote or written consent of the holders of the Class B Common Stock pursuant to Section 3, clause (f)(iii) above;

(l) “Permitted Securitization Guaranty” means an obligation (other than pursuant to Standard Securitization Undertakings), contingent or otherwise, of any Person to assure in any manner (1) any Securitization Subsidiary, any investor in securities issued in a Securitization Transaction, or any credit support provider for any Securitization Transaction against loss in connection with such Securitization Transaction or (2) the performance or collection of any Securitization Assets;

(m) “Ratings Event” means a downgrading, suspension or withdrawal of, or notice being given of any potential or intended downgrading, suspension or withdrawal of, or any review for a possible negative change in, any rating of the Corporation or any Subsidiary, any Indebtedness of the Corporation or any Subsidiary or any securities of the Corporation or any Subsidiary (including, without limitation, the placing of any of the foregoing ratings on credit watch with negative or developing implications or under review with an uncertain direction) by any “nationally recognized statistical rating organization” (as such term is defined for purposes of Rule 436(g)(2) under the Securities Act of 1933);

(n) “Reorganization” means the restructuring transactions of the Corporation entered into at or prior to the Initial Public Offering between the Corporation and its Subsidiaries, on the one hand, and GE (other than the Corporation and its Subsidiaries), on the other hand, as contemplated by the Master Agreement, dated May 24, 2004, by and among General Electric Company, General Electric Capital Corporation, GEI, Inc., GEFAHI and the Corporation, as amended from time to time;

(o) “Securitization Assets” has the meaning specified in the definition of “Securitization Transaction;”

(p) “Securitization Subsidiary” means any Subsidiary that engages in no activities other than those reasonably related to or in connection with the entering into of Securitization Transactions and that is designated by the Board of Directors of the Corporation as a Securitization Subsidiary;

(q) “Securitization Transaction” means any transaction or series of transactions that have been or may be entered into by the Corporation or any of its Subsidiaries pursuant to which such entity may sell, convey, grant a security interest or otherwise transfer to (x) a Securitization Subsidiary (in the case of a transfer by the Corporation or any Subsidiary) or (y) to any Person (in the case of a transfer by a Securitization Subsidiary) any financial assets, whether then existing or arising in the future including, without limitation, installment receivables, credit card receivables, lease receivables, mortgage loan receivables, policyholder loan receivables, premiums, debt obligations or any other type of secured or unsecured financial assets or rights to future payments of any kind or interests therein (the “Securitization Assets”), and any assets related thereto, including without limitation, all security interests in merchandise or services financed thereby, the proceeds of such Securitization Assets, and other assets which are customarily sold or in respect of which security interests are customarily granted in connection with securitization transactions involving such assets; provided that (i) in connection with such transaction, the Corporation (and each other transferring Subsidiary) shall have received a legal opinion of outside counsel that (x) the conveyance of the Securitization Assets from the Corporation (and/or the applicable Subsidiary) to the Securitization Subsidiary shall be

treated as a true sale or true conveyance of such Securitization Assets and not as the granting of a security interest or pledge in respect of the Securitization Assets as collateral for a loan and (y) such Securitization Subsidiary would not be substantively consolidated into the bankruptcy of the Corporation or any Subsidiary of the Corporation involved in the transaction; (ii) no portion of the debt or other obligations in respect of such transaction shall be recourse to, or guaranteed by, the Corporation or any Subsidiary (other than a Securitization Subsidiary) in any way other than pursuant to Standard Securitization Undertakings and any Permitted Securitization Guaranty, and (iii) the entering into and performance of such transaction would not reasonably be expected to result in a Ratings Event;

(r) "Standard Securitization Undertakings" means representations, warranties, covenants and indemnities provided by the Corporation or any Subsidiary in connection with a Securitization Transaction which are reasonably customary in similar securitization transactions;

(s) "Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting;

(t) "Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt;

(u) "Subsidiary" means, with respect to the Corporation, any corporation, limited liability company, joint venture or partnership of which the Corporation (1) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests of such entity, or (iii) the capital or profit interests, in the case of a partnership; or (2) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body;

(v) "Transactions" means (1) the Reorganization, (2) the Initial Public Offering, (3) the issuance by the Corporation of $600 million aggregate amount of the Corporation's Equity Units and the issuance and sale by the Corporation of shares of Common Stock in accordance with the terms of such Equity Units and (4) the issuance by the Corporation of $100 million of its Series A Cumulative Preferred Stock; and

(w) "Wholly Owned Subsidiary" means each Subsidiary in which the Corporation owns (directly or indirectly) all of the outstanding voting Stock, voting power, partnership interests or similar ownership interests, except for director's qualifying shares in nominal amount.

ARTICLE V
BYLAWS

Bylaws for the Corporation may be adopted, amended, altered or repealed consistent with law and subject to the provisions of this Certificate of Incorporation (including any Preferred Stock Designation), and, once adopted, any Bylaw may be altered and repealed: (i)

by the affirmative vote of the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote thereon; or (ii) by the affirmative vote of a majority of the total number of directors which the Corporation would have if there were no vacancies on the Board of Directors (the "Whole Board"); provided, however, that any adoption, amendment, alteration or repeal of the Bylaws by action of the Board of Directors shall require the affirmative vote of a greater number of the directors if so provided by the Bylaws.

ARTICLE VI
STOCKHOLDER ACTION

Section 1. Action by Consent In Lieu of a Meeting. Except for actions taken by written consent by the holders of the Class B Common Stock consenting separately as a class or as otherwise provided pursuant to provisions of this Certificate of Incorporation (including any Preferred Stock Designation) fixing the powers, privileges or rights of any class or series of stock other than the Common Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

Section 2. Special Meetings. Prior to the Operative Date, except as required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to the payment of dividends or distributions upon liquidation, special meetings of stockholders of the Corporation of any class or series for any purpose or purposes may be called only (i) by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the Whole Board or (ii) upon the written request of the holders of a majority of the Class B Common Stock filed with the Secretary of the Corporation. Effective upon and commencing as of the Operative Date, except as required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to the payment of dividends or distributions upon liquidation, special meetings of stockholders of the Corporation of any class or series for any purpose or purposes may be called only (x) by the Board of Directors pursuant to a resolution stating the purpose or purposes thereof approved by a majority of the Whole Board or (y) upon the written request of the holders of at least forty percent (40%) of the outstanding shares of Common Stock filed with the Secretary of the Corporation.

Section 3. Stockholder Nomination of Director Candidates and Other Stockholder Proposals. Advance notice of stockholder nominations for the election of directors and of the proposal by stockholders of any other action to be taken by the stockholders shall be given in such manner as shall be provided in the Bylaws of the Corporation.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. Number of Directors. Until the first date on which GE shall beneficially own fifty percent (50%) or less of the outstanding shares of Common Stock, the number of directors authorized to be elected by the holders of the Common Stock of the Corporation shall be nine (9). Beginning on the first date on which GE shall beneficially own fifty percent (50%) or less but at least ten percent (10%) of the outstanding shares of Common Stock, the number of

directors authorized to be elected by the holders of Common Stock of the Corporation shall be eleven (11). Beginning on the first date on which GE shall beneficially own less than ten percent (10%) of the outstanding shares of Common Stock, the number of directors of the Corporation authorized to be elected by the holders of Common Stock of the Corporation shall be not less than one (1) nor more than fifteen (15). The exact number of directors constituting the entire Board of Directors shall be fixed, subject to the provisions of this Certificate of Incorporation, from time to time by resolution of the Board of Directors or by a nominating committee appointed by the Board of Directors.

Section 2. Election of Members to the Board. Except as provided in Article VII, Section 7, the right to elect persons to the Board of Directors shall be allocated as follows:

(a) At any time when GE shall beneficially own more than fifty percent (50%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect four (4) directors;

(b) At any time when GE shall beneficially own at least thirty-three percent (33%) but not more than fifty percent (50%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect four (4) directors; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock;

(c) At any time when GE shall beneficially own at least twenty percent (20%) but less than thirty-three percent (33%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect three (3) directors; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock;

(d) At any time when GE shall beneficially own at least ten percent (10%) and less than twenty percent (20%) of the outstanding shares of Common Stock, at any election of members of the Board of Directors: (i) the holders of the Class B Common Stock, voting separately as a class, shall be entitled to elect one (1) director; (ii) the holders of the Class A Common Stock, voting separately as a class, shall be entitled to elect five (5) directors; and (iii) the holders of the Class B Common Stock and the holders of the Class A Common Stock, voting together as a single class, shall be entitled to elect the remaining number of directors to be elected at such election by the holders of Common Stock; and

(e) At any time when GE shall beneficially own less than ten percent (10%) of the outstanding shares of Common Stock, the holders of the Class A Common Stock shall be

entitled to elect all of the directors to be elected at such election by the holders of Common Stock. Concurrently with any conversion of all of the outstanding shares of Class B Common Stock into shares of Class A Common Stock in accordance with Article IV, Sections 3(c) and 3(d) of this Certificate of Incorporation, the former holders of the Class B Common Stock shall cease to have the absolute right to designate or cause the election or maintenance of any directors of the Corporation.

Section 3. Annual Meetings. Elections of members of the Board of Directors shall be held annually at the annual meeting of stockholders and each member of the Board of Directors shall hold office until such director's successor is elected and qualified, subject to such director's earlier death, resignation, disqualification or removal.

Section 4. Written Ballot Not Required. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

Section 5. Resignation; Removal. Any director may resign at any time upon written notice or notice by electronic transmission to the attention of the Secretary of the Corporation.

(a) Removal for Cause. Any director may be removed from office for cause by the affirmative vote of a majority of the outstanding shares of Common Stock (and any series of Preferred Stock then entitled to vote at an election of directors), voting together as a single class.

(b) Class B Common Stock Director Removal Without Cause. Any director elected by the vote of the holders of the Class B Common Stock voting separately as a class may be removed from office at any time, without cause, solely by the affirmative vote of the holders of a majority of the outstanding shares of the Class B Common Stock, voting as a separate class.

(c) Class A Common Stock Director Removal Without Cause. Any director elected by the vote of the holders of the Class A Common Stock voting together as a single class, may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the outstanding shares of Class A Common Stock, voting together as a single class.

(d) Common Stock Removal Without Cause. Any director elected by the vote of the holders of the Class A Common Stock and Class B Common Stock voting together as a single class, may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the outstanding shares of Class A Common Stock and Class B Common Stock, voting together as a single class.

Section 6. Vacancies.

(a) Prior to consummation of the Initial Public Offering, the Board of Directors shall, by majority vote, have the power to designate (i) which of its members are deemed to have been elected by the holders of the Class A Common Stock, (ii) which of its members are deemed to have been elected by the holders of the Class B Common Stock and (iii) which class of directors shall have the right to fill any vacancies on the Board of Directors that exist upon the filing of this Certificate of Incorporation.

(b) At any time when GE shall beneficially own at least ten percent (10%) of the outstanding shares of Common Stock, vacancies in the Board of Directors resulting from an enlargement of the Board of Directors from nine (9) directors to eleven (11) directors pursuant to Article VII, Section 1, shall be filled in the following manner:

(i) the first such vacancy shall be filled only by the vote of a majority of the directors elected by the holders of the Class A Common Stock, and the director elected to fill such vacancy shall be deemed to have been elected by the holders of the Class A Common Stock; and

(ii) the second such vacancy shall be filled only by the vote of a majority of the directors elected by the holders of the Class A Common Stock and the Class B Common Stock, voting together as a single class, and the director elected to fill such vacancy shall be deemed to have been elected by the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class;

provided, however, that any vacancy in the Board of Directors existing prior to the enlargement of the Board of Directors pursuant to Article VII, Section 1 shall be filled prior to the filling of the vacancies resulting from the enlargement of the Board of Directors.

(c) At any time when GE shall beneficially own at least ten percent (10%) of the outstanding shares of Common Stock, any vacancy in the Board of Directors of a director elected by the holders of Class B Common Stock, voting as a separate class, pursuant to Section 2 of this Article VII, shall be filled only by the vote of a majority of the remaining directors so elected by the Class B Common Stock or, if there are none, by a vote of the holders of Class B Common Stock, voting as a separate class. Any vacancy in the Board of Directors of a director elected by the holders of the Class A Common Stock, voting as a separate class, pursuant to Section 2 of this Article VII, shall be filled only by the vote of the remaining directors elected by the holders of the Class A Common Stock, or if there are none, by a vote of the holders of the Class A Common Stock, voting as a separate class. Any vacancy in the Board of Directors of a director elected by the holders of the Class A Common Stock and the Class B Common Stock, voting together as a single class, pursuant to Section 2 of this Article VII, shall be filled only by the vote of the remaining directors so elected by the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class, or if there are none, by a vote of the holders of the Class A Common Stock and the Class B Common Stock voting together as a single class. Subject to Article VII, Section 6(a) of this Certificate of Incorporation, any other vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board of Directors, shall be filled only by a vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 7. Preferred Stock. Subject to the provisions of this Certificate of Incorporation, during any period when the holders of any series of Preferred Stock have the right to elect additional directors as provided for or fixed pursuant to the provisions of Article IV hereof, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant

to said provisions, (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to said provisions, whichever occurs earlier, subject to his or her earlier death, disqualification, resignation or removal and (iii) any vacancies in such directorships shall be filled in accordance with the applicable Preferred Stock Designation. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate and the total and authorized number of directors of the Corporation shall be reduced accordingly.

Section 8. Executive Committee. Prior to the Operative Date, the Board of Directors shall not have the power to establish an executive committee or any other committee having authority typically reserved for an executive committee.

ARTICLE VIII
LIMITATIONS ON LIABILITY OF AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Limited Liability. A director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation, or has or had agreed to become a director of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 4 of this Article VIII, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

Section 3. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VIII or otherwise.

Section 4. Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article VIII is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 5. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VIII shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person is entitled to collect and is collectible as indemnification or advancement of expenses from such other corporation, limited liability company, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 7. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 8. Other Indemnification and Prepayment of Expenses. This Article VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE IX
CORPORATE OPPORTUNITIES AND CONFLICTS OF INTEREST

Section 1. General. In recognition and anticipation (i) that the Corporation will not be a wholly owned subsidiary of GE and that GE will be a significant stockholder of the Corporation, (ii) that directors, officers and/or employees of GE may serve as directors and/or

officers of the Corporation, (iii) that GE may engage and are expected to continue to engage in the same, similar or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (iv) that GE may have an interest in the same areas of corporate opportunity as the Corporation and Affiliated Companies thereof, and (v) that, as a consequence of the foregoing, it is in the best interests of the Corporation that the respective rights and duties of the Corporation and of GE, and the duties of any directors or officers of the Corporation who are also directors, officers or employees of GE, be determined and delineated in respect of any transactions between, or opportunities that may be suitable for both, the Corporation and Affiliated Companies thereof, on the one hand, and GE, on the other hand, the provisions of this Article IX shall to the fullest extent permitted by law regulate and define the conduct of certain of the business and affairs of the Corporation in relation to GE and the conduct of certain affairs of the Corporation as they may involve GE and its officers and directors, and the power, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. Any person purchasing or otherwise acquiring any shares of capital stock of the Corporation, or any interest therein, shall be deemed to have notice of and to have consented to the provisions of this Article IX.

Section 2. Certain Agreements and Transactions Permitted. The Corporation may from time to time enter into and perform, and cause or permit any Affiliated Company of the Corporation to enter into and perform, one or more agreements (or modifications or supplements to pre-existing agreements) with GE pursuant to which the Corporation or an Affiliated Company thereof, on the one hand, and GE, on the other hand, agree to engage in transactions of any kind or nature with each other and/or agree to compete, or to refrain from competing or to limit or restrict their competition, with each other, including to allocate and to cause their respective directors, officers and employees (including any who are directors, officers or employees of both) to allocate opportunities between or to refer opportunities to each other. Subject to Article IX, Section 4, no such agreement, or the performance thereof by the Corporation or any Affiliated Company thereof, or GE, shall, to the fullest extent permitted by law, be considered contrary to (i) any fiduciary duty that GE may owe to the Corporation or any Affiliated Company thereof or to any stockholder or other owner of an equity interest in the Corporation or an Affiliated Company thereof by reason of GE being a controlling or significant stockholder of the Corporation or of any Affiliated Company thereof or participating in the control of the Corporation or of any Affiliated Company thereof or (ii) any fiduciary duty of any director or officer of the Corporation or any Affiliated Company thereof who is also a director, officer or employee of GE to the Corporation or such Affiliated Company, or to any stockholder thereof. Subject to Article IX, Section 4, to the fullest extent permitted by law, GE, as a stockholder of the Corporation or any Affiliated Company thereof, or as a participant in control of the Corporation or any Affiliated Company thereof, shall not have or be under any fiduciary duty to refrain from entering into any agreement or participating in any transaction referred to above and no director, officer or employee of the Corporation who is also a director, officer or employee of GE shall have or be under any fiduciary duty to the Corporation or any Affiliated Company thereof, to refrain from acting on behalf of the Corporation or any Affiliated Company thereof or of GE in respect of any such agreement or transaction or performing any such agreement in accordance with its terms.

Section 3. Business Activities. Except as otherwise agreed in writing between the Corporation and GE, GE shall to the fullest extent permitted by law have no duty to refrain from (i) engaging in the same or similar activities or lines of business as the Corporation or (ii) doing business with any client, customer or vendor of the Corporation, and (except as provided in Article IX, Section 4 below) neither GE nor any officer, director or employee thereof shall, to the fullest extent permitted by law, be deemed to have breached its fiduciary duties, if any, to the Corporation solely by reason of GE's engaging in any such activity. In the event that GE acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE, GE shall to the fullest extent permitted by law have fully satisfied and fulfilled its fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if GE acts in a manner consistent with the following policy: if GE acquires knowledge of a potential transaction or matter which is a corporate opportunity, such corporate opportunity shall belong to GE unless such opportunity was expressly offered to GE in its capacity as a stockholder of the Corporation. In the case of any corporate opportunity in which the Corporation has renounced its interest and expectancy in the previous sentence, GE shall to the fullest extent permitted by law not be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that GE acquires or seeks such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or otherwise does not communicate information regarding such corporate opportunity to the Corporation.

Section 4. Corporate Opportunities. (a) In the event that a director or officer of the Corporation who is also a director or officer of GE acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE, such director or officer shall to the fullest extent permitted by law have fully satisfied and fulfilled his fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if such director or officer acts in a manner consistent with the following policy:

(i) a corporate opportunity offered to any person who is a director but not an officer of the Corporation and who is also a director or officer of GE shall belong to the Corporation only if such opportunity is expressly offered to such person solely in his or her capacity as a director of the Corporation and otherwise shall belong to GE; and

(ii) a corporate opportunity offered to any person who is an officer of both the Corporation and GE shall belong to the Corporation unless such opportunity is expressly offered to such person solely in his or her capacity as an officer of GE, in which case such opportunity shall belong to GE.

(b) If an officer or director of the Corporation, who also serves as an officer or director of GE, acquires knowledge of a potential transaction or matter which may be a corporate opportunity for both the Corporation and GE in any manner not addressed by Article IX,

Sections 4(a)(i) or 4(a)(ii), such officer or director shall have no duty to communicate or present such corporate opportunity to the Corporation and shall to the fullest extent permitted by law not be liable to the Corporation or its shareholders for breach of fiduciary duty as an officer or director of the Corporation by reason of the fact that GE pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity or does not present such corporate opportunity to the Corporation, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should be presented to the Corporation.

Section 5. Certain Definitions. For purposes of this Article IX, (a) "Affiliated Company" in respect of the Corporation shall mean any entity controlled by the Corporation, and (b) "corporate opportunities" shall include, but not be limited to, business opportunities which the Corporation is financially able to undertake, which are, from their nature, in the line of the Corporation's business, are of practical advantage to it and are ones in which the Corporation, but for the provisions of Sections 3 and 4 of this Article IV, would have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of GE or its officers or directors will be brought into conflict with that of the Corporation.

ARTICLE X
SECTION 203 OF THE GENERAL CORPORATION LAW

The Corporation shall not be governed by Section 203 of the DGCL ("Section 203"), and the restrictions contained in Section 203 shall not apply to the Corporation, until the moment in time immediately following the time at which both of the following conditions exist (if ever): (a) Section 203 by its terms would, but for the provisions of this Article X, apply to the Corporation; and (b) there occurs a transaction in which GE's beneficial ownership interest in the Corporation is reduced to less than fifteen percent (15%) of the outstanding shares of Common Stock, and the Corporation shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms shall apply to the Corporation.

ARTICLE XI
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, as from time to time in effect, and to add thereto any other provision authorized by the law of the State of Delaware at the time in force, and, except as may otherwise be explicitly provided by any provision of this Certificate of Incorporation, all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or officers of the Corporation or any other person whomsoever by and pursuant to this Certificate of Incorporation in its present form, or as hereafter amended, are granted subject to the right reserved in this Article XI.

ARTICLE XII
SECTION 251(G)

Any act or transaction by or involving the Corporation, other than the election or removal of directors of the Corporation, that requires for its adoption under the DGCL or under this Certificate of Incorporation the approval of the stockholders of the Corporation shall, pursuant to Section 251(g) of the DGCL, require, in addition, the approval of the stockholders of Genworth Financial, Inc., a Delaware corporation, or any successor thereto by merger, by the same vote as is required by the DGCL or this Certificate of Incorporation, as the case may be.

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Exhibit 3.4

BY-LAWS
OF
GENWORTH HOLDINGS, INC.
(the "Company")

ARTICLE I

SHAREHOLDERS

1. Annual Meeting. A meeting of the shareholders of the Company shall be held annually on such date as may from time to time be determined by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting or at such time or place within or without the State of Delaware as shall be designated by the Board of Directors.

2. Notice of Annual Meeting. Notice of the annual meeting of the shareholders, shall be given not less than ten days, but no more than sixty days before the day on which the meeting is to be held. It shall be given to each shareholder of record of the Company by written or printed notice either personally or by first class mail, or as otherwise allowed by statute. Publication of any such notice shall not be required. Every such notice shall state the time and place of the meeting. At any such meeting, action may be taken upon any subject which is not by statute required to be stated in the notice of the meeting. Every shareholder of the Company shall furnish to its Secretary, from time to time, the post office address to which notice of all meetings of shareholders may be mailed. If any shareholders fail to or decline to furnish a post office address to the Secretary, it shall not be necessary to give notice to any such shareholder of any meeting of the shareholders, or any other notice whatsoever. Notice of any meeting of the shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy; and if any shareholder shall in person or by attorney thereunto authorized, in writing, waive notice of any meeting, notice thereof need not be given to him or her. A shareholder may waive notice by delivering a written executed document regarding that fact to the Secretary of the Company. Notice of any adjourned meeting of the shareholders shall not be required to be given if reconvened within thirty days of adjournment.

3. Special Meetings. Except as otherwise provided by statute, special meetings of the shareholders shall be held whenever called by the Chairperson or the President or his designee, or on the call of shareholders holding together at least forty percent of the capital stock, such call in any case is to be in writing and addressed to the Secretary.

4. Notice of Special Meetings. Notice of special meetings of the shareholders shall be given at least ten days and no more than sixty days before the day on which the meeting is to be held. Only business within the purpose or purposes described in the meeting notice pursuant to statute may be conducted.

5. Quorum. At any meeting of the shareholders the holders of a majority of all the shares of capital stock of the Company, present in person or represented by proxy, shall constitute a quorum of the shareholders for all purposes.

   If the holders of the amount of stock necessary to constitute a quorum fail to attend in person or by proxy an annual meeting or a special meeting, a majority in interest of the shareholders present in person or by proxy may adjourn, from time to time, without notice other than by announcement at the meeting, until holders of the amount of stock requisite to constitute a quorum shall attend in person or by proxy. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

6. Organization. The Chairperson, or in the absence of the Chairperson, the President or his designee, shall call all meetings of the shareholders to order and act as Chairperson of such meetings. The Chairperson, the President or his designee so presiding may yield to any person of his selection present at the meeting for such portion or portions of the meeting as he may desire. The Secretary of the Company, or, in his absence, an Assistant Secretary, shall act as such.

7. Order of Business. The order of business at shareholder meetings shall be as determined by the Chairperson, subject to the approval of a majority in interest of the shareholders present in person or by proxy at such meeting and entitled to vote thereat.

8. Voting. At each meeting of the shareholders, every holder of stock then entitled to vote may vote in person or by proxy, and shall have one vote for each share of stock registered in his name.

9. Proxies. Every proxy must be dated and signed by the shareholder or by his attorney-in-fact. No proxy shall be valid after the expiration of three years from the date of its execution, unless otherwise provided therein. Every proxy shall be revocable at the will of the shareholder executing it, except where an irrevocable proxy is permitted by statute.

10. Action by Unanimous Consent. Unless otherwise restricted by the Certificate of Incorporation or by statute, any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if all shareholders consent thereto in writing, and the writing or writings are filed with the minutes of proceedings, for the shareholders. Any action taken by written consent shall be effective according to its terms when the requisite consent is in the possession of the Company.

ARTICLE II

DIRECTORS

1. Number, Qualification, Powers and Election of Directors. The business and property of the Company shall be managed by the Board of Directors, and except as otherwise

expressly provided by statute or by these By-laws, all of the powers of the Company shall be vested in said Board of Directors. At each annual meeting of shareholders, the shareholders entitled to vote shall elect the directors. Each director shall hold office until the next annual shareholders meeting, or until a successor shall have been duly qualified and elected, unless otherwise provided in the By-laws. The Board of Directors shall consist of one or more members. The number of directors constituting the entire Board of Directors shall be fixed from time to time by the Board of Directors.

2. Vacancies. Except as otherwise provided in the Certificate of Incorporation or in the following paragraph, vacancies occurring in the membership of the Board of Directors or any committee thereof from whatever cause arising (including vacancies occurring by reason of the removal of directors and newly created directorship resulting from any increase in the authorized number of directors), shall only be filled by a majority vote of the remaining directors, though less than a quorum.

3. Removal. Any one or more of the directors may be removed, either for or without cause, at any time, by vote of the shareholders holding a majority of the outstanding stock of the Company then entitled to vote at an election of directors, present in person or by proxy, at any special meeting of the shareholders. A vacancy or vacancies occurring from such removal shall be filled in accordance with the Certificate of Incorporation. In the case of a temporary disability or absence of any officer, the Board of Directors may designate an incumbent for the time being, who during such incumbency shall have the powers of such officer.

4. Resignations. Any director may resign at any time by giving written notice of such resignation to the Secretary of the Company. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof unless the notice specifies a later effective date.

5. Regular Meetings. The Board of Directors may by resolution, provide for the holding of regular meetings and may fix the times and places at which such meetings shall be held. The Secretary shall give notice of each regular meeting at least at least ten days, but no more than sixty days before the meeting, but such notice may be waived by any director. At any regular meeting any business may be transacted and any Company action may be taken at any regular meeting of the directors, whether such business or action is stated in the notice of the meeting or not.

6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson or the President. The Secretary shall give notice of each special meeting at least ten days, but no more than sixty days before the meeting, but such notice may be waived by any director. At any special meeting of the directors, any business may be transacted and any Company action may be taken, whether such business or action is stated in the notice of the meeting or not.

7. Manifestation of Dissent. A director who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have

assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall deliver such dissent in writing or forward such dissent by mail to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

8. Quorum. A majority of the total number of directors shall constitute a quorum. Members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. Should less than a quorum be present at any meeting, the meeting may be adjourned from time to time by those present without notice, other than announcement at the meeting, until a quorum shall be present. Except as otherwise provided in these By-laws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The directors shall act only as a Board of Directors and the individual directors shall have no power as such.

9. Bonding. The Board of Directors may require such officers, agents and employees as it may designate to file satisfactory bonds for the faithful performance of their duties. The Board of Directors may confer on the President of the Company the power of selecting, discharging and suspending any of the agents or employees of the Company.

10. Action by Unanimous Consent. Unless otherwise restricted by the Certificate of Incorporation or statute, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings for the Board of Directors or committee as the case may be.

11. Compensation of Directors. A director who is a paid employee of the Company, or any affiliated company, shall not receive any compensation for his attendance at any meeting of the Board of Directors, or at any committee meeting. A director who is not a paid employee of the Company, or any affiliated company, shall receive such compensation for attendance and/or a retainer as the Board of Directors may determine.

ARTICLE III

COMMITTEES OF THE BOARD OF DIRECTORS

1. The Board of Directors may, by one or more resolutions passed by a majority of the whole Board of Directors, designate from among its members one or more committees,

each committee to consist of two or more directors of the Company; each such committee, to the extent provided in such resolutions and not prohibited by statute, shall have and may exercise between meetings of the Board of Directors, the authority of the Board of Directors designated by said resolution. The Board of Directors, by resolution, may designate one or more directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee.

2. Meetings of any committee designated by the Board of Directors may be held at any time and at any place upon call of the President or the Chairperson of the Board of Directors at the direction of the committee or the Chairperson of any committee. Notice, which need not state the purpose of the meeting, shall be given verbally, in writing not less than twenty-four hours prior to the time of the holding of said meeting.

3. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of the members of a committee present at a committee meeting at which a quorum is present shall be the act of the committee.

ARTICLE IV

OFFICERS

1. The officers of the Company shall be elected by the Board of Directors and shall be: a Chairperson of the Board of Directors, a President, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Secretary, and a Treasurer and any additional officers and assistant officers of the Company as shall be determined by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

2. At its annual meeting, the Board of Directors shall elect the officers of the Company and each such officer shall hold office until the next annual meeting or until a successor shall have been duly qualified and elected or until death, resignation, retirement or removal by the Board of Directors. A vacancy in any office may be filled for the unexpired portion of the term at any meeting of the Board of Directors.

3. Any officer may resign at any time. Such resignation shall be made in writing and delivered to and filed with the Secretary, except that a resignation of the Secretary shall be delivered to and filed with the President. A resignation so made shall be effective upon its delivery unless some other time be fixed in the resignation.

4. The Board of Directors may appoint and remove at will such agents and committees as the business of the Company shall require, each of whom shall exercise such powers and perform such duties as may from time to time be prescribed or assigned by the President, the Board of Directors or by other provisions of these By-laws.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

1. **The Chairperson of the Board of Directors:**

   (a) the Board of Directors shall have the right and power to elect a Chairperson from among the members of the Board of Directors. If a Chairperson of the Board of Directors is elected, he shall preside at all meetings of the shareholders and of the Board of Directors in place of the President of the Company, and he may also cast his vote on all questions, that after calling to order a meeting of the shareholders he may yield the chair to some other person present; and

   (b) the Chairperson of the Board of Directors shall have supervision of such matters as shall be assigned to him by the Board of Directors.

2. **The President:**

   (a) shall be the Chief Executive Officer of the Company and shall in general supervise and control all of the business and affairs of the Company; and

   (b) shall preside at all meetings of the shareholders and shall preside at all meetings of the directors unless a Chairperson of the Board of Directors is elected, in which case he shall preside only in the absence of the Chairperson of the Board of Directors; and

   (c) shall cause to be called regular and special meetings of the shareholders and directors in accordance with the requirements of the statute and these By-laws; and

   (d) may execute all contracts in the name of the Company, all policies, deeds, mortgages, bonds, contracts, notes, drafts, or other orders for the payment of money, or other instruments and with the Secretary or one of the Assistant Secretaries all certificates for shares of the Company; and

   (e) shall cause all books, reports, statements, and certificates to be properly kept and filed as required by statute; and

   (f) shall enforce these By-laws and perform all the duties incident to his office and which are required by statute, and generally shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

3. **The Executive Vice President and the Senior or other Vice Presidents:**

   (a) shall have and exercise such powers and discharge such duties as may from time to time be delegated to them respectively, by the President or by the Board of Directors; and

   (b) may execute all contracts in the name of the Company, and all certificates for shares of the Company, all policies, deeds, mortgages, bonds, contracts, notes, drafts, or other orders for the payment of money, or other instruments which the Board of Directors have authorized to be executed, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the Company, or shall be required by statute to be otherwise executed; and

   (c) in the absence of the President or in the case of his inability to act, the Executive Vice President shall, or in the absence of the Executive Vice President or in the case of his inability to act, the Senior or other Vice Presidents in order of seniority shall be vested with all the powers and shall perform all the duties of said President during his absence or inability to act, or until his successor be duly qualified and elected.

4. **The Treasurer:**

   (a) shall have the care and custody of and be responsible for all the funds and securities in the name of the Company in such banks, trust companies or other depositories as shall be designated by the Board of Directors; and

   (b) subject to banking resolutions adopted by the Board of Directors, shall make, sign, and endorse in the name of the Company all checks, drafts, notes, and other orders for the payment of money, and pay out and dispose of such under the direction of the President or the Board of Directors; and

   (c) shall keep at the principal office of the Company accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any director upon application at the office of the Company during business hours; and

   (d) shall render a report to the Chairperson, President and to the Board of Directors whenever requested, of the financial condition of the Company and of his transactions as Treasurer; and

   (e) shall further perform all duties incident to the office of Treasurer of the Company.

5. **The Assistant Treasurer(s):** shall have all of the powers and shall perform the duties of the Treasurer in case of the absence of the Treasurer or his or her inability to act, and have such other powers and duties as they may from time to time be assigned or directed to perform by the Treasurer.

6. **The Secretary:** shall have the care and custody of the Company stock books and the Company seal; attend all meetings of the shareholders, the Board of Directors and any standing committees; record all votes and the minutes of all proceedings in books kept for that purpose; execute such instruments on behalf of the Company as he may be authorized by the Board of Directors or by statute to do; countersign, attest and affix the Company seal to all certificates and instruments where such countersigning or such sealing and attestation are necessary to the true and proper execution thereof; see that proper notice is given of all meetings of the shareholders of which notice is required to be given; and have such additional powers and duties as may from time to time be assigned or directed to perform by these By-laws, by the Board of Directors or the President.

7. **The Assistant Secretary(ies):** shall have all of the powers and shall perform the duties of the Secretary in case of the absence of the Secretary or his or her inability to act, and have such other powers and duties as they may from time to time be assigned or directed to perform.

ARTICLE VI

CERTIFICATES FOR SHARES

1. Form and Execution of Certificates. Certificates of stock shall be in such form as required by the General Corporation Law of the State of Delaware and as shall be adopted by the Board of Directors. They shall be numbered and registered in the order issued; shall be signed by the Chairperson (if one be elected) or by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the company seal or a facsimile thereof.

2. Transfer. Transfer of shares shall be made only upon the books of the Company by the registered holder in person or by attorney, duly authorized, upon surrender of the certificate or certificates for such shares properly assigned for transfer. Transfer of fractional shares shall not be made upon the records or books of the Company, nor shall certificates for fractional shares by issued by the Company.

3. Lost or Destroyed Certificates. The holder of any certificate representing shares of stock of the Company may notify the Company of any loss, theft or destruction thereof, and the Board of Directors may thereupon, in its discretion, cause a new certificate for the same number of shares, to be issued to such holder upon satisfactory proof of such loss, theft or destruction, and the deposit of indemnity by way of bond or otherwise, in such form and amount and with such surety or sureties as the Board of Directors may require, to indemnify the Company against loss or liability by reason of the issuance of such new certificates.

4. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper

purpose, the Board of Directors of the Company may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty days, nor less than ten days before the meeting or action requiring such determination of shareholders. If not otherwise fixed, the record date is the close of business on the day before the effective date of notice to shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than thirty days after the date fixed for the original meeting.

ARTICLE VII

INDEMNIFICATION

1. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Company, or has or had agreed to become a director of the Company, or, while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 4 of Article VIII of the Certificate of Incorporation, the Company shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

2. The Company shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VII or otherwise.

3. The Company shall have the power to make any other or further indemnity to any person referred to in this Section except an indemnity against gross negligence or willful misconduct.

4. Every reference herein to director, officer or employee shall include every director, officer or employee, or former director, officer or employee of the Company and its subsidiaries and shall enure to the benefit of the heirs, executors and administrators of such person.

5. The foregoing rights and indemnification shall not be exclusive of any other rights and indemnifications to which the directors, officers and employees of the Company may be entitled according to law.

6. Provisions of Article VII as set forth above shall constitute a contract between the Company and the directors.

ARTICLE VIII

MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end at midnight on the last day of December of each year.

2. Company Seal. The company seal shall be circular in form and inscribed with the words:

	"GENWORTH HOLDINGS, INC.
(SEAL)	COMPANY SEAL
	STATE OF DELAWARE
	2003"

and which words may be changed at any time by resolution of the Board of Directors and shall be used as authorized by these By-laws.

3. Dividends. The Board of Directors at any regular or special meeting may declare dividends payable out of the surplus of the Company, subject to the restrictions and limitations imposed by statute whenever in the exercise of its discretion it may deem such declaration advisable. Such dividends may be paid in cash, property, or shares of the Company.

4. Amendments. These By-laws may be altered or amended by the shareholders at any annual or special meeting. They may also be altered or amended by the Board of Directors at any meeting by a vote of the majority of the whole Board of Directors. Any By-law adopted by the Board of Directors shall be subject to alteration, amendment or repeal at any time by the shareholders at any annual or special meeting.

Exhibit 4.1

GENWORTH HOLDINGS, INC.,

as Issuer

GENWORTH FINANCIAL, INC.,

as Guarantor

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

SUPPLEMENTAL INDENTURE NO. 9

Dated as of April 1, 2013

THIS SUPPLEMENTAL INDENTURE No. 9 (this "**Supplemental Indenture No. 9**"), dated as of April 1, 2013, is by and among GENWORTH HOLDINGS, INC., a Delaware corporation (formerly known as Genworth Financial, Inc., the "**Company**"), GENWORTH FINANCIAL, INC., a Delaware corporation (formerly known as Sub XLVI, Inc., the "**Guarantor**") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor to JPMorgan Chase Bank, N.A.), a national banking association, as Trustee (the "**Trustee**").

R E C I T A L S

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture dated as of June 15, 2004 (the "**Base Indenture**") and Supplemental Indenture No. 1 dated as of June 15, 2004 (the **"First Supplemental Indenture**"), Supplemental Indenture No. 2 dated as of September 19, 2005 (the "**Second Supplemental Indenture**"), Supplemental Indenture No. 3 dated as of June 12, 2007 (the "**Third Supplemental Indenture**"), Supplemental Indenture No. 4 dated as of May 22, 2008 (the "**Fourth Supplemental Indenture**"), Supplemental Indenture No. 5 dated as of December 8, 2009 (the "**Fifth Supplemental Indenture**"), Supplemental Indenture No. 6 dated as of June 24, 2010 (the "**Sixth Supplemental Indenture**"), Supplemental Indenture No. 7 dated as of November 22, 2010 (the "**Seventh Supplemental Indenture**") and Supplemental Indenture No. 8 dated as of March 25, 2011 (the "**Eighth Supplemental Indenture**"), each between the Company and the Trustee (the Base Indenture, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture and this Supplemental Indenture No. 9, the "**Indenture**"), providing for the issuance from time to time of series of the Company's Securities;

WHEREAS, the Company has issued $600 million aggregate principal amount of 5.750% notes due 2014, $300 million aggregate principal amount of 6.500% notes due 2034, $350 million aggregate principal amount of 4.950% notes due 2015, $600 million aggregate principal amount of 6.515% notes due 2018, $300 million aggregate principal amount of 8.625% notes due 2016, $400 million aggregate principal amount of 7.700% notes due 2020, $400 million aggregate principal amount of 7.20% notes due 2021 and $750 million aggregate principal amount of 7.625% notes due 2021 under the Indenture (collectively and including any additional notes of any such series that may be issued in the future, the "**Notes**");

WHEREAS, on the date hereof, the Company implemented a corporate reorganization pursuant to which the Company became a wholly-owned subsidiary of the Guarantor (the "Reorganization") and the Company's obligations under the Indenture and the Securities issued thereunder remain in full force and effect as obligations of the Company (immediately after the Reorganization the Company changed its name from Genworth Financial, Inc. to Genworth Holdings, Inc. and the Guarantor changed its name from Sub XLVI, Inc. to Genworth Financial, Inc.);

WHEREAS, Section 10.01(g) of the Base Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Base Indenture to add guarantees with respect to the Securities of any series without the consent of the Securityholders;

WHEREAS, the Company and the Guarantor wish to provide for the full and unconditional guarantee of the Company's payment obligations under the Notes and the Indenture in respect of such Notes on the terms and conditions set forth herein; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture No. 9, and all requirements necessary to make this Supplemental Indenture No. 9 a valid, binding and enforceable instrument in accordance with its terms have been done and performed, and the execution and delivery of this Supplemental Indenture No. 9 has been duly authorized in all respects;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Relation to Base Indenture.* This Supplemental Indenture No. 9 constitutes an integral part of the Base Indenture.

Section 1.02. *Definition of Terms.* For all purposes of this Supplemental Indenture No. 9:

(a) Capitalized terms used herein without definition shall have the meanings set forth in the Base Indenture;

(b) a term defined anywhere in this Supplemental Indenture No. 9 has the same meaning throughout;

(c) the singular includes the plural and vice versa;

(d) headings are for convenience of reference only and do not affect interpretation;

(e) the following terms have the meanings given to them in this Section 1.02(e):

The terms "**Company**," "**Guarantor**," "**Trustee**," "**Indenture**," "**Base Indenture**," and "**Notes**" shall have the respective meanings set forth in the recitals to this Supplemental Indenture No. 9 and the paragraph preceding such recitals.

ARTICLE 2
GUARANTEE

Section 2.01. *Security Guarantee*. Subject to the provisions of this Article 2, the Guarantor hereby irrevocably and unconditionally guarantees to the Trustee and the holders of the Notes on an unsecured unsubordinated basis, the full and punctual payment (whether at stated maturity, upon redemption, purchase pursuant to an offer to purchase or acceleration, or otherwise) of the principal of, premium, if any, and interest on, and all other amounts payable

under, each Note, and the full and punctual payment of all other amounts payable by the Company under the Indenture in respect of such Notes (including, for the avoidance of doubt, the Company's compensation, indemnification and reimbursement obligations to the Trustee provided in Section 7.06 of the Base Indenture) (the "**Guarantee**"). Upon failure by the Company to pay punctually any such amount, the Guarantor shall forthwith pay the amount not so paid at the place and in the manner specified in the Indenture.

Section 2.02. *Guarantee Unconditional, Etc.* The Guarantor waives presentation to, demand of, payment from and protest to the Company of any of the obligations of the Guarantor hereunder and also waives notice of protest for nonpayment. The Guarantor waives notice of any default under any series of Notes or the obligations of the Guarantor hereunder. The obligations of the Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under the Indenture or any Note, by operation of law or otherwise;

(b) any modification or amendment of or supplement to the Indenture or any Note;

(c) any change in the corporate existence, structure or ownership of the Company, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets or any resulting release or discharge of any obligation of the Company contained in the Indenture or any Note;

(d) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Trustee or any other Person, whether in connection with the Indenture or any unrelated transactions, *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;

(e) any invalidity or unenforceability relating to or against the Company for any reason of the Indenture or any Note, or any provision of applicable law or regulation purporting to prohibit the payment by the Company of the principal of, premium, if any, or interest on any Note or any other amount payable by the Company under the Indenture; or

(f) any other act or omission to act or delay of any kind by the Company, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to the Guarantor's obligations hereunder.

Section 2.03. *Discharge; Reinstatement.* The Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on each series of Notes and all other amounts payable by the Company under the Indenture in respect of the Notes have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on any Note or any other amount payable by the Company under the Indenture in respect of the Notes is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company or otherwise, the Guarantor's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

Section 2.04 *Subrogation and Contribution.* Upon making any payment with respect to any obligation of the Company under this Article 2, the Guarantor will be subrogated to the rights of the payee against the Company with respect to such obligation, *provided* that the Guarantor may not enforce either any right of subrogation, or any right to receive payment in the nature of contribution, or otherwise, from any other Person who guarantees the Notes, with respect to such payment so long as any amount payable by the Company hereunder or under each series of Notes remains unpaid.

Section 2.05. *Stay of Acceleration.* If acceleration of the time for payment of any amount payable by the Company under the Notes or the Indenture is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration under the terms of the Indenture are nonetheless payable by the Guarantor hereunder forthwith on demand by the Trustee or the holders of the Notes.

Section 2.06. *Execution and Delivery of a Guarantee*. The execution by the Guarantor of this Supplemental Indenture No. 9 evidences the Guarantee of the Guarantor, whether or not the person signing as an officer of the Guarantor still holds that office at the time of authentication of any Note. The delivery of any Note by the Trustee after authentication constitutes due delivery of the Guarantee set forth in this Supplemental Indenture No. 9 on behalf of the Guarantor.

Section 2.07. *No Waiver*. Neither a failure nor a delay on the part of either the Trustee or the holders of the Notes in exercising any right, power or privilege under this Article 2 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the holders of the Notes herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 2 at law, in equity, by statute or otherwise.

Section 2.08. *Provisions Binding on the Guarantor's Successors.* All the covenants, stipulations, promises and agreements of the Guarantor contained in this Article 2 shall bind its successors and assigns whether so expressed or not.

Section 2.09. *Reports by the Guarantor.* The Guarantor covenants to file with the Trustee, within 15 days after the Guarantor is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions) that the Guarantor is required to file with the Securities and Exchange Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 or pursuant to Section 314 of the Trust Indenture Act of 1939. Delivery of any such information, documents and reports of the Guarantor to the Trustee is for information purposes only and the Trustee's receipt of such shall not constitute notice or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants under the Indenture (as to which the Trustee is entitled to rely conclusively on an Officers' Certificate).

ARTICLE 3
MISCELLANEOUS

Section 3.01. *Ratification of Indenture.* The Base Indenture, as supplemented by this Supplemental Indenture No. 9, is in all respects ratified and confirmed, and this Supplemental Indenture No. 9 shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 3.02. *Trustee Not Responsible for Recitals.* The recitals herein contained are made by the Company and the Guarantor and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture No. 9.

Section 3.03. *New York Law To Govern.* THIS SUPPLEMENTAL INDENTURE NO. 9 SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE.

Section 3.04. *Separability.* In case any one or more of the provisions contained in this Supplemental Indenture No. 9 shall for any reason be held to be invalid, illegal or unenforceable in any respect, then, to the extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture No. 9, but this Supplemental Indenture No. 9 shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 3.05. *Counterparts.* This Supplemental Indenture No. 9 may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 3.06. *Benefits Acknowledged.* The Guarantor's Guarantee is subject to the terms and conditions set forth herein. The Guarantor acknowledges that it will receive direct and indirect benefits from this Supplemental Indenture No. 9 and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 9 to be duly executed, as of the day and year first written above.

GENWORTH HOLDINGS, INC.,

as Issuer

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: Senior Vice President,
General Counsel and Secretary

GENWORTH FINANCIAL, INC.,

as Guarantor

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: Senior Vice President,
General Counsel and Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

By: /s/ Linda Garcia
Name: Linda Garcia
Title: Vice President

Exhibit 4.2

GENWORTH HOLDINGS, INC.,

as Issuer

GENWORTH FINANCIAL, INC.,

as Guarantor

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of April 1, 2013

THIS SECOND SUPPLEMENTAL INDENTURE (this "**Second Supplemental Indenture**"), dated as of April 1, 2013, is by and among GENWORTH HOLDINGS, INC., a Delaware corporation (formerly known as Genworth Financial, Inc., the "**Company**"), GENWORTH FINANCIAL, INC., a Delaware corporation (formerly known as Sub XLVI, Inc., the "**Guarantor**") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as Trustee (the "**Trustee**").

R E C I T A L S

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture dated as of November 14, 2006 (the "**Base Indenture**") and a First Supplemental Indenture dated as of November 14, 2006 (the "**First Supplemental Indenture**"), each between the Company and the Trustee (the Base Indenture, together with the First Supplemental Indenture and this Second Supplemental Indenture, the "**Indenture**"), providing for the issuance from time to time of series of the Company's Securities;

WHEREAS, the Company has issued $600 million aggregate principal amount of Fixed-to-Floating Rate Junior Subordinated Notes due 2066 under the Indenture (including any additional notes of such series that may be issued in the future, the "**Notes**");

WHEREAS, on the date hereof, the Company implemented a corporate reorganization pursuant to which the Company became a wholly-owned subsidiary of the Guarantor (the "Reorganization") and the Company's obligations under the Indenture and the Securities issued thereunder remain in full force and effect as obligations of the Company (immediately after the Reorganization the Company changed its name from Genworth Financial, Inc. to Genworth Holdings, Inc. and the Guarantor changed its name from Sub XLVI, Inc. to Genworth Financial, Inc.);

WHEREAS, Section 9.01(7) of the Base Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Base Indenture to add guarantees with respect to the Securities of any series without the consent of the Holders of the Securities;

WHEREAS, the Company and the Guarantor wish to provide for the full and unconditional guarantee of the Company's payment obligations under the Notes and the Indenture in respect of such Notes on the terms and conditions set forth herein; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Second Supplemental Indenture, and all requirements necessary to make this Second Supplemental Indenture a valid, binding and enforceable instrument in accordance with its terms have been done and performed, and the execution and delivery of this Second Supplemental Indenture has been duly authorized in all respects;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Relation to Base Indenture.* This Second Supplemental Indenture constitutes an integral part of the Base Indenture.

Section 1.02. *Definition of Terms.* For all purposes of this Second Supplemental Indenture:

(a) Capitalized terms used herein without definition shall have the meanings set forth in the Base Indenture;*provided*, *however*, that references in such definitions to the Company shall, for purposes of this Second Supplemental Indenture, be understood to refer to the Guarantor and not the Company;

(b) a term defined anywhere in this Second Supplemental Indenture has the same meaning throughout;

(c) the singular includes the plural and vice versa;

(d) article and section headings herein are for convenience only and shall not affect the construction hereof;

(e) the following terms have the meanings given to them in this Section 1.02(e):

"**Guarantee**" shall mean the guarantee provided by the Guarantor as set forth in Article 2.

The terms "**Company**," "**Guarantor**," "**Trustee**," "**Indenture**," "**Base Indenture**," and "**Notes**" shall have the respective meanings set forth in the recitals to this Second Supplemental Indenture and the paragraph preceding such recitals.

ARTICLE 2
GUARANTEE

Section 2.01. *Security Guarantee*. Subject to the provisions of this Article 2 and Article 3, the Guarantor hereby irrevocably and unconditionally guarantees to the Trustee and the holders of the Notes ("**Holders**") on an unsecured subordinated basis, the full and punctual payment (whether at Stated Maturity, upon redemption, purchase pursuant to an offer to purchase or acceleration, or otherwise) of the principal of, premium, if any, and interest on, and all other amounts payable under, each Note, and the full and punctual payment of all other amounts payable by the Company under the Indenture in respect of such Notes (including, for the avoidance of doubt, the Company's compensation, indemnification and reimbursement obligations to the Trustee provided in Section 6.06 of the Base Indenture) (the "**Guarantee**"). Upon failure by the Company to pay punctually any such amount, the Guarantor shall forthwith pay the amount not so paid at the place and in the manner specified in the Indenture.

Section 2.02. *Guarantee Unconditional, Etc.* The Guarantor waives presentation to, demand of, payment from and protest to the Company of any of the obligations of the Guarantor

hereunder and also waives notice of protest for nonpayment. The Guarantor waives notice of any default under any series of Notes or the obligations of the Guarantor hereunder. The obligations of the Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under the Indenture or any Note, by operation of law or otherwise;

(b) any modification or amendment of or supplement to the Indenture or any Note;

(c) any change in the corporate existence, structure or ownership of the Company, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets or any resulting release or discharge of any obligation of the Company contained in the Indenture or any Note;

(d) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Trustee or any other Person, whether in connection with the Indenture or any unrelated transactions, *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;

(e) any invalidity or unenforceability relating to or against the Company for any reason of the Indenture or any Note, or any provision of applicable law or regulation purporting to prohibit the payment by the Company of the principal of, premium, if any, or interest on any Note or any other amount payable by the Company under the Indenture; or

(f) any other act or omission to act or delay of any kind by the Company, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to the Guarantor's obligations hereunder.

Section 2.03. *Discharge; Reinstatement.* The Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on each series of Notes and all other amounts payable by the Company under the Indenture in respect of the Notes have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on any Note or any other amount payable by the Company under the Indenture in respect of the Notes is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company or otherwise, the Guarantor's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

Section 2.04. *Subrogation and Contribution*. Upon making any payment with respect to any obligation of the Company under this Article 2, the Guarantor will be subrogated to the rights of the payee against the Company with respect to such obligation, *provided* that the Guarantor may not enforce either any right of subrogation, or any right to receive payment in the nature of contribution, or otherwise, from any other Person who guarantees the Notes, with respect to such payment so long as any amount payable by the Company hereunder or under each series of Notes remains unpaid.

Section 2.05. *Stay of Acceleration.* If acceleration of the time for payment of any amount payable by the Company under the Notes or the Indenture is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration under the terms of the Indenture are nonetheless payable by the Guarantor hereunder forthwith on demand by the Trustee or the Holders.

Section 2.06. *Execution and Delivery of a Guarantee*. The execution by the Guarantor of this Second Supplemental Indenture evidences the Guarantee of the Guarantor, whether or not the person signing as an officer of the Guarantor still holds that office at the time of authentication of any Note. The delivery of any Note by the Trustee after authentication constitutes due delivery of the Guarantee set forth in this Second Supplemental Indenture on behalf of the Guarantor.

Section 2.07. *No Waiver*. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article 2 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 2 at law, in equity, by statute or otherwise.

Section 2.08. *Provisions Binding on the Guarantor's Successors.* All the covenants, stipulations, promises and agreements of the Guarantor contained in this Article 2 shall bind its successors and assigns whether so expressed or not.

Section 2.09. *Reports by the Guarantor.* The Guarantor covenants to file with the Trustee, within 15 days after the Guarantor is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions) that the Guarantor is required to file with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 or pursuant to Section 314 of the Trust Indenture Act of 1939. Delivery of any such information, documents and reports of the Guarantor to the Trustee is for information purposes only and the Trustee's receipt of such shall not constitute notice or constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants under the Indenture (as to which the Trustee is entitled to rely conclusively on an Officers' Certificate).

ARTICLE 3
SUBORDINATION OF GUARANTEE

Section 3.01. *Agreement to Subordinate.*

(a) The Guarantor covenants and agrees that the Guarantee shall be subject to this Article 3.

(b) The payment by the Guarantor pursuant to the Guarantee shall, to the extent and in the manner hereinafter set forth, be subordinated and junior in right of payment to the prior payment in full of all Senior Indebtedness of the Guarantor, whether outstanding at the date of this Second Supplemental Indenture or thereafter incurred.

(c) No provision of this Article 3 shall prevent the occurrence of any default or Event of Default or Enforcement Event under the Indenture or have any effect on the rights of the Holders or the Trustee to make a demand for payment on the Guarantor pursuant to this Article 3.

Section 3.02. *Default on Senior Indebtedness.*

(a) No direct or indirect payment by or on behalf of the Guarantor (other than on Permitted Junior Securities of the Guarantor (such term being defined herein in terms of Senior Indebtedness of the Guarantor)) in respect of the Guarantee, whether pursuant to the terms of the Guarantee or upon acceleration of the Notes, by way of repurchase, redemption, defeasance or otherwise, will be made if, at the time of such payment, there exists a default in the payment when due of all or any portion of the obligations under or in respect of any Senior Indebtedness of the Guarantor, whether at maturity, on account of mandatory redemption or prepayment, acceleration or otherwise, and such default shall not have been cured or waived or the benefits of this Section 3.02(a) waived by or on of the holders of such Senior Indebtedness.

(b) In addition, during the continuance of a Payment Blockage Period after receipt by the Company and the Trustee of a Blockage Notice under Section 13.02 of the Base Indenture from a holder or holders of Designated Senior Indebtedness of the Company or the trustee or agent acting on behalf of such Designated Senior Indebtedness of the Company, then, unless and until such default or event of default has been cured or waived or has ceased to exist or such Designated Senior Indebtedness of the Company has been discharged or repaid in full in cash, or the requisite holders of such Designated Senior Indebtedness of the Company have otherwise agreed in writing, (a) no payment of any kind or character will be made by or on behalf of the Guarantor on account of or with respect to its Guarantee (other than in Permitted Junior Securities of the Guarantor) and (b) the Guarantor may not acquire any Notes for cash, property or otherwise, during, in the case of both clauses (a) and (b), the Payment Blockage Period.

(c) In addition, during the continuance of any non-payment default or non-payment event of default with respect to any Designated Senior Indebtedness of the Guarantor pursuant to which the maturity thereof may be accelerated, and upon receipt by the Trustee of written notice (a "**Guarantor Payment Blockage Notice**") from a holder or holders of such Designated Senior Indebtedness or the trustee or agent acting on behalf of such Designated Senior Indebtedness, then, unless and until such default or event of default has been cured or waived or has ceased to exist or such Designated Senior Indebtedness has been discharged or repaid in full in cash, or the requisite holders of such Designated Senior Indebtedness have otherwise agreed in writing, (a) no payment of any kind or character will be made by or on behalf of the Guarantor on account of or with respect to its Guarantee (other than in Permitted Junior Securities of the Guarantor) and (b) the Guarantor may not acquire any Notes for cash, property or otherwise, during, in the case of both clauses (a) and (b), a period (a "**Guarantor Payment Blockage Period**") commencing on the date of receipt of such Payment Blockage Notice by the Trustee and ending 179 days thereafter.

Notwithstanding anything herein to the contrary, (x) in no event will a Guarantor Payment Blockage Period extend beyond 179 days from the date the Guarantor Payment Blockage Notice in respect thereof was given. Not more than one Guarantor Payment Blockage Period may be commenced with respect to the Guarantor during any period of 360 consecutive days. No default or event of default that existed or was continuing on the date of commencement of any Guarantor Payment Blockage Period with respect to the Designated Senior Indebtedness of the Guarantor initiating such Guarantor Payment Blockage Period may be, or be made, the basis for the commencement of any other Guarantor Payment Blockage Period by the holder or holders of such Designated Senior Indebtedness or the trustee or agent acting on behalf of such Designated Senior Indebtedness, whether or not within a period of 360 consecutive days, unless such default or event of default has been cured or waived for a period of not less than 90 consecutive days.

(d) In the event that, notwithstanding the foregoing, any payment under the Guarantee shall be received by the Trustee when such payment is prohibited by the preceding paragraph of this Section 3.02, such payment shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness of the Guarantor or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, as calculated by the Guarantor, to the extent necessary to pay such Senior Indebtedness in full, in cash, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such Senior Indebtedness, before any payment or distribution is made to the Holders or to the Trustee under the Guarantee.

Section 3.03. *Liquidation; Dissolution; Bankruptcy.*

(a) Upon any distribution of assets of the Guarantor of any kind or character, whether in cash, property or securities, to creditors upon any total or partial dissolution, winding-up, liquidation or reorganization of the Guarantor, whether voluntary or involuntary, assignment for the benefit of creditors or marshalling of the Guarantor's assets, or in bankruptcy, insolvency, receivership or other similar proceedings, whether voluntary or involuntary, all principal, premium, if any, and interest due or to become due to all Senior Indebtedness of the Guarantor shall first be paid in full in cash, or such payment duly provided for to the satisfaction of the holders of such Senior Indebtedness, before the Holders are entitled to receive or retain any payment under the Guarantee, whether in cash, property or securities; and upon any such dissolution or winding-up or liquidation or reorganization, any payment by the Guarantor, or distribution of assets of the Guarantor of any kind or character whether in cash, property or securities, which the Holders or the Trustee would be entitled to receive from the Guarantor, except for the provisions of this Article 3, shall be paid by the Guarantor or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other Person making such payment or distribution, or by the Holders or by the Trustee under the Indenture if received by them or it, directly to the holders of Senior Indebtedness of the Guarantor or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, as calculated by the Guarantor, to the extent necessary to pay such Senior Indebtedness in full in cash, or to cause such payment to be duly provided for to the satisfaction of the holders of such Senior Indebtedness, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such Senior Indebtedness, before any payment or distribution is made to the Holders or to the Trustee under the Guarantee.

(b) In the event that, notwithstanding Section 3.03(a), any payment or distribution of assets of the Guarantor of any kind or character, whether in cash, property or securities, prohibited by Section 3.03(a), shall be received by the Trustee before all Senior Indebtedness of the Guarantor is paid in full, or provision is made for such payment in money in accordance with its terms, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of such Senior Indebtedness or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness of the Guarantor may have been issued, as their respective interests may appear, as calculated by the Guarantor, to the extent necessary to pay such Senior Indebtedness in full, in cash, after giving effect to any concurrent payment or distribution to or for the benefit of the holders of such Senior Indebtedness, before any payment or distribution is made to the Holders or to the Trustee.

(c) For purposes of this Article 3, the words "cash, property or securities" shall not be deemed to include shares of stock of the Guarantor as reorganized or readjusted, or securities of the Guarantor or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated at least to the extent provided in this Article 3 with respect to the Guarantee to the payment of all Senior Indebtedness of the Guarantor that may at the time be outstanding; provided, however, that (i) such Senior Indebtedness is assumed by the new corporation, if any, resulting from any such reorganization or readjustment, and (ii) the rights of the holders of such Senior Indebtedness are not, without the consent of such holders, altered by such reorganization or readjustment. The consolidation of the Guarantor with, or the merger of the Guarantor into, another corporation or the liquidation or dissolution of the Guarantor following the conveyance or transfer of all or substantially all of the assets of the Guarantor, to another corporation or limited liability company shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 3.03. Nothing in Section 3.02 or in this Section 3.03 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 6.06 of the Base Indenture.

(d) If the Trustee or any Holder does not file a proper claim or proof of debt in the form required in any proceeding referred to above prior to 30 days before the expiration of the time to file such claim in such proceeding, then the holder of any Senior Indebtedness of the Guarantor is hereby authorized, and has the right, to file an appropriate claim or claims for or on behalf of such Holder.

Section 3.04. *Subrogation.*

(a) Subject to the payment in full of all Senior Indebtedness of the Guarantor then outstanding, the rights of the Holders shall be subrogated to the rights of the holders of such Senior Indebtedness to receive payments or distributions of cash, property or securities of the Guarantor applicable to such Senior Indebtedness until the principal of and premium, if any, and interest on the Notes shall be paid in full; and, for the purposes of such subrogation, no payments or distributions to the holders of such Senior Indebtedness of any cash, property or securities to which the Holders or the Trustee would be entitled except for the provisions of this Article 3, and

no payment over pursuant to the provisions of this Article 3 to or for the benefit of the holders of such Senior Indebtedness by Holders or the Trustee, shall, as between the Guarantor, its creditors other than holders of such Senior Indebtedness, and the Holders, be deemed to be a payment by the Guarantor to or on account of such Senior Indebtedness. It is understood that the provisions of this Article 3 are and are intended solely for the purposes of defining the relative rights of the Holders, on the one hand, and the holders of such Senior Indebtedness, on the other hand.

(b) Nothing contained in this Article 3 or elsewhere in the Indenture or in the Notes is intended to or shall impair, as between the Guarantor, its creditors other than the holders of Senior Indebtedness of the Guarantor, and the Holders, the obligation of the Guarantor, which is absolute and unconditional, to make payments in respect of the Guarantee as and when the same shall become due and payable in accordance with its terms, or is intended to or shall affect the relative rights of the Holders and creditors of the Guarantor other than the holders of such Senior Indebtedness nor shall anything herein or therein prevent the Trustee or any Holder from exercising all remedies otherwise permitted by applicable law upon default under the Indenture, subject to the rights, if any, under this Article 3 of the holders of such Senior Indebtedness in respect of cash, property or securities of the Guarantor received upon the exercise of any such remedy.

(c) Upon any payment or distribution of assets of the Guarantor referred to in this Article 3, the Trustee, subject to the provisions of Section 6.01 of the Base Indenture, and the Holders shall be entitled to rely conclusively upon any order or decree made by any court of competent jurisdiction in which such dissolution, winding-up, liquidation or reorganization proceedings are pending, or a certificate of the receiver, trustee in bankruptcy, liquidation trustee, agent or other Person making such payment or distribution, delivered to the Trustee or the Holders, for the purposes of ascertaining the Persons entitled to participate in such distribution, the holders of Senior Indebtedness of the Guarantor and other indebtedness of the Guarantor the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

Section 3.05. *Trustee to Effectuate Subordination.* Each Holder by such Holder's acceptance thereof authorizes and directs the Trustee on such Holder's behalf to take such action as may be necessary or appropriate to effectuate the subordination provided in this Article 3 and appoints the Trustee such Holder's attorney-in-fact for any and all such purposes.

Section 3.06. *Notice by the Company.*

(a) The Guarantor shall give prompt written notice to a Responsible Officer of the Trustee of any fact known to the Guarantor that would prohibit the making of any payment of monies to or by the Trustee in respect of the Guarantee pursuant to the provisions of this Article 3. Notwithstanding the provisions of this Article 3 or any other provision of the Indenture, the Trustee shall not be charged with knowledge of the existence of any facts that would prohibit the making of any payment of monies to or by the Trustee in respect of the Guarantee pursuant to the provisions of this Article 3, unless and until a Responsible Officer of the Trustee shall have received written notice thereof from the Guarantor or a Holder or holders of Senior Indebtedness of the Guarantor or from any representative or trustee therefor; and before the receipt of any such written notice, the Trustee, subject to the provisions of Section

6.01 of the Base Indenture, shall be entitled in all respects to assume that no such facts exist; provided, however, that if the Trustee shall not have received the notice provided for in this Section 3.06(a) at least two Business Days prior to the date upon which by the terms hereof any money may become payable for any purpose (including, without limitation, the payment of the principal of or interest on any Note), then, anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such money and to apply the same to the purposes for which such money was received, and shall not be affected by any notice to the contrary that may be received by it within two Business Days prior to such date.

(b) The Trustee, subject to the provisions of Section 6.01 of the Base Indenture, shall be entitled to conclusively rely on the delivery to it of a written notice by a Person representing himself to be a holder of Senior Indebtedness of the Guarantor (or a trustee or representative on behalf of such holder), to establish that such notice has been given by a holder of such Senior Indebtedness or a trustee or representative on behalf of any such holder or holders. In the event that the Trustee determines in good faith that further evidence is required with respect to the right of any Person as a holder of such Senior Indebtedness to participate in any payment or distribution pursuant to this Article 3, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such Person under this Article 3 and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment.

Section 3.07. *Rights of the Trustee; Holders of Senior Indebtedness.*

(a) The Trustee in its individual capacity shall be entitled to all the rights set forth in this Article 3 in respect of any Senior Indebtedness of the Guarantor at any time held by it, to the same extent as any other holder of such Senior Indebtedness, and nothing in the Indenture shall deprive the Trustee of any of its rights as such holder.

(b) With respect to the holders of Senior Indebtedness of the Guarantor, the Trustee undertakes to perform or to observe only such of its covenants and obligations as are specifically set forth in this Article 3 and no implied covenants or obligations with respect to the holders of such Senior Indebtedness shall be read into the Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the holders of such Senior Indebtedness and, subject to the provisions of Section 6.01 of the Base Indenture, the Trustee shall not be liable to any holder of such Senior Indebtedness if it shall pay over or deliver to Holders, the Guarantor or any other Person money or assets to which any holder of such Senior Indebtedness shall be entitled by virtue of this Article 3 or otherwise.

Section 3.08. *Subordination May Not Be Impaired.*

(a) No right of any present or future holder of any Senior Indebtedness of the Guarantor to enforce subordination provided in this Article 3 shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Guarantor or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Guarantor with the terms, provisions and covenants of this Second Supplemental Indenture, regardless of any knowledge thereof that any such holder may have or otherwise be charged with.

(b) Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness of the Guarantor may, at any time and from time to time, without the consent of or notice to the Trustee or the Holders, without incurring responsibility to the Holders and without impairing or releasing the subordination provided in this Article 3 or the obligations hereunder of the Holders to the holders of such Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, such Senior Indebtedness, or otherwise amend or supplement in any manner such Senior Indebtedness or any instrument evidencing the same or any agreement under which such Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing such Senior Indebtedness; (iii) release any Person liable in any manner for the collection of such Senior Indebtedness; and (iv) exercise or refrain from exercising or waive any rights against the Guarantor and any other Person.

(c) Each present and future holder of Senior Indebtedness of the Guarantor shall be entitled to the benefit of the provisions of this Article 3 notwithstanding that such holder is not a party to the Indenture.

Section 3.09. *Article Applicable to Paying Agents.* In case at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting under the Indenture, the term "Trustee" as used in this Article 3 shall in such case (unless the context otherwise requires) be construed as extending to and including such Paying Agent within its meaning as fully for all intents and purposes as if such Paying Agent were named in this Article 3 in addition to or in place of the Trustee; provided, however, that this Section 3.09 shall not apply to the Guarantor or any Affiliate of the Guarantor if it or such Affiliate acts as Paying Agent.

Section 3.10. *Defeasance of This Article.* Notwithstanding anything contained herein to the contrary, payments from cash or the proceeds of U.S. Government Obligations held in trust under Article 4 of the Base Indenture by the Trustee and which were deposited in accordance with the terms of Article 4 of the Base Indenture and not in violation of Section 3.02 hereof for the payment of principal of and premium, if any, and interest on the Notes shall not be subordinated to the prior payment of any Senior Indebtedness of the Guarantor or subject to the restrictions set forth in this Article 3, and none of the Holders or the Trustee shall be obligated to pay over any such amount to the Guarantor or any holder of such Senior Indebtedness or any representative or trustee therefor or any other creditor of the Guarantor.

ARTICLE 4
MISCELLANEOUS

Section 4.01. *Ratification of Indenture.* The Base Indenture, as supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 4.02. *Relationship to Trust Indenture Act.* If any provision of this Second Supplemental Indenture limits, qualifies or conflicts with the duties imposed by any of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939 through operation of Section 318(c) thereof, such imposed duties shall control.

Section 4.03. *Successors and Assigns*. All covenants and agreements in this Second Supplemental Indenture by the Company or the Guarantor shall bind its successors and assigns, whether so expressed or not.

Section 4.04. *Separability*. In case any provision of this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.05. *Rules of Construction.* Nothing in this Second Supplemental Indenture is intended to or shall provide any rights to any parties other than those expressly contemplated by this Second Supplemental Indenture.

Section 4.06. *Governing Law*. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 4.07. *No Representation by Trustee.* The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture. The recitals and statements herein are deemed to be those of the Company and the Guarantor and not of the Trustee and the Trustee makes no representations as to validity or sufficiency of this Second Supplemental Indenture.

Section 4.08. *Benefits Acknowledged*. The Guarantor's Guarantee is subject to the terms and conditions set forth herein. The Guarantor acknowledges that it will receive direct and indirect benefits from this Second Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, as of the day and year first written above.

GENWORTH HOLDINGS, INC.,
as Issuer

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: Senior Vice President,
General Counsel and Secretary

GENWORTH FINANCIAL, INC.,
as Guarantor

By: /s/ Leon E. Roday
Name: Leon E. Roday
Title: Senior Vice President,
General Counsel and Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,

as Trustee

By: /s/ Linda Garcia
Name: Linda Garcia
Title: Vice President

Exhibit 10.1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of April 1, 2013, by and between Genworth Holdings, Inc. (formerly Genworth Financial, Inc.), a Delaware corporation ("Assignor"), and Genworth Financial, Inc. (formerly Sub XLVI, Inc.), a Delaware corporation and newly-formed parent company of Assignor ("Assignee").

RECITALS

Pursuant to the Merger Agreement dated as the date hereof, among Assignor, Assignee, and Sub XLII, Inc., a direct wholly-owned subsidiary of Assignee (the "Merger Agreement"), Assignor has created a new holding company structure by merging Sub XLII, Inc. with and into Assignor with Assignor being the surviving corporation and converting the capital stock of Assignor into the capital stock of Assignee (the "Merger"). In connection with the Merger, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's employee benefit plans, equity incentive plans and related agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby, effective immediately following the consummation of the Merger (the "Effective Time"), Assignor hereby assigns to Assignee all of its rights and obligations under all of its employee benefit plans, agreements and arrangement, equity incentive plans and subplans, and related agreements, including but not limited to those listed on Exhibit A hereto, together with any and all amendments thereto (collectively, the "Assumed Plans and Agreements").

2. Assumption. Assignee hereby, effective immediately following the Effective Time, assumes all of the rights and obligations of Assignor under the Assumed Plans and Agreements, and agrees to abide by and perform all terms, covenants and conditions of Assignor under such Assumed Plans and Agreements. In consideration of the assumption by Assignee of all of the rights and obligations of Assignor under the Assumed Plans and Agreements, Assignor agrees to pay (i) all expenses incurred by Assignee in connection with the assumption of the Assumed Plans and Agreements pursuant to this Agreement and (ii) all expenses incurred by Assignee in connection with the filing by Assignee of post-effective amendments to the registration statements on Form S-8 of Assignor to expressly adopt such registration statements as its own, including, without limitation, registration fees imposed by the Securities and Exchange Commission. As of the Effective Time, the Assumed Plans and Agreements shall each be automatically amended without any further action by either party as necessary to provide that references to the Assignor in such agreements shall be read to refer to Assignee from and after the effective time of the merger.

3. Further Assurances. Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Agreement to be carried out, including, without limitation, entering into amendments to the Assumed Plans and Agreements and notifying other parties thereto of such assignment and assumption.

4. Successors and Assigns. This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.

6. Entire Agreement. This Agreement, including Exhibit A attached hereto, constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing executed by the parties hereto.

7. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

8. Third Party Beneficiaries. The parties to the various equity incentive awards and other agreements included in the Assumed Plans and Agreements are intended to be third party beneficiaries to this Agreement.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

This Assignment and Assumption Agreement is signed as of the date first written above.

Assignor

GENWORTH HOLDINGS, INC.

By: /s/ Leon E. Roday
Leon E. Roday
Senior Vice President, General Counsel
and Secretary

Assignee

GENWORTH FINANCIAL, INC.

By: /s/ Leon E. Roday
Leon E. Roday
Senior Vice President, General Counsel
and Secretary

Exhibit A

Assumed Plans and Agreements

Benefit Plans

Genworth Financial, Inc. 2012 Key Employee Severance Plan

Genworth Financial, Inc. Amended and Restated 2005 Change of Control Plan, as amended

Genworth Financial, Inc. 2011 Change of Control Plan

Genworth Financial, Inc. Retirement and Savings Plan

Genworth Financial, Inc. Retirement and Savings Restoration Plan, as amended

Genworth Financial, Inc. Retirement and Savings Excess Plan

Genworth Financial, Inc. Executive Make-Up Retirement Plan

Genworth Financial, Inc. Supplemental Executive Retirement Plan

Genworth Financial, Inc. Retained Executive Pension Plan

Genworth Financial, Inc. Executive Life Program, as amended

Genworth Financial, Inc. Leadership Life Insurance Plan

Genworth Financial, Inc. Layoff Payment Plan

Genworth Financial, Inc. Umbrella Welfare Benefits Plan

Genworth Financial, Inc. Deferred Compensation Plan

Amended and Restated Grantor Trust Agreement dated January 1, 2009

Master Trust Agreement between Genworth Financial, Inc. and The Bank of New York (dated as of August 16, 2005) including The Bank of New York Supplement to the Master Trust Agreement (dated as of August 16, 2005) and also including the Ancillary Trust Agreement between The Bank of New York and Genworth Financial, Inc.

Equity Incentive Plans

2004 Genworth Financial, Inc. Omnibus Incentive Plan, as amended ("2004 Incentive Plan")

2012 Genworth Financial, Inc. Omnibus Incentive Plan ("2012 Incentive Plan")

All subplans approved or adopted under the 2004 Incentive Plan and the 2012 Incentive Plan, including, without limitation, the Genworth Financial Canada Stock Savings Plan, U.K. Share Incentive Plan and UK HMRC Approved Company Share Option Plan

Genworth Financial Share Participation Scheme (Ireland Plan)

All agreements relating to stock options, stock appreciation rights, restricted stock, restricted stock unit, deferred stock unit, performance awards and any other awards granted pursuant to the 2004 Incentive Plan and the 2012 Incentive Plan

Exhibit 10.2

AMENDMENT NO. 1 TO MASTER AGREEMENT

dated April 1, 2013

among

GENWORTH MI CANADA INC.

and

BROOKFIELD LIFE ASSURANCE COMPANY LIMITED

and

GENWORTH FINANCIAL, INC.

and

GENWORTH FINANCIAL MORTGAGE INSURANCE COMPANY CANADA

This Amendment No. 1 to Master Agreement, dated April 1, 2013 (this "**Agreement**"), is made by and among Genworth MI Canada Inc. ("**Genworth Canada**"), Brookfield Life Assurance Company Limited ("**Brookfield**"), Genworth Financial, Inc. ("**Old Genworth**"), Genworth Financial Mortgage Insurance Company Canada ("**GFMICC**") and, upon signing the counterpart page attached hereto as Schedule A (the **Counterpart Page**") and agreeing to be bound by this Agreement, Sub XLVI, Inc. ("**New Genworth**").

RECITALS

WHEREAS Old Genworth is the indirect beneficial owner of approximately 57.5% of the issued and outstanding common shares of Genworth Canada and the sole issued and outstanding special share of Genworth Canada;

AND WHEREAS Genworth Canada, Brookfield, Old Genworth and GFMICC entered into a Master Agreement dated July 7, 2009 (the "**Master Agreement**");

AND WHEREAS Old Genworth will undertake an internal reorganization (the "**Reorganization**"), whereby New Genworth, a Delaware corporation, will become the publicly-traded parent holding company of Old Genworth, Genworth Mortgage Holdings, Inc. and Genworth Mortgage Holdings, LLC, and each of their respective direct and indirect subsidiaries and which will change its name to Genworth Financial, Inc. upon the effectiveness of the Reorganization;

AND WHEREAS New Genworth desires to obtain the benefit of certain of the rights, interests and benefits held by Old Genworth pursuant to the Master Agreement, as amended hereby, without diminishing or expanding the rights of Old Genworth thereunder;

AND WHEREAS Genworth Canada, Brookfield, Old Genworth and GFMICC (the "**Existing Master Agreement Parties**") have agreed to amend the Master Agreement;

AND WHEREAS New Genworth will become a party to this Agreement upon signing the Counterpart Page;

NOW THEREFORE, as of the date hereof, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto severally covenant and agree as follows:

1. Definitions

Where used in this Agreement, all capitalized terms not otherwise defined shall have the respective meaning ascribed thereto in the Master Agreement.

2. Effect

Provided that New Genworth has signed the Counterpart Page, this Agreement, and the amendments to the Master Agreement set forth herein, shall become effective simultaneously with the effectiveness of the Reorganization, without the requirement of any further act by the parties hereto. Upon the effectiveness of this Agreement, the parties to the Master Agreement shall be the Existing Master Agreement Parties and New Genworth.

3. Amendments to the Master Agreement

3.1 The Master Agreement is hereby amended, effective in accordance with Section 2 of this Agreement, by:

(a) deleting the words "Genworth Financial, Inc." in the ninth and tenth lines of the definition of "Affiliate" in Section 1.01 of the Master Agreement and replacing them with the words "New Genworth";

(b) adding the following definition of "New Genworth" to Section 1.01 of the Master Agreement:

""New Genworth" means Sub XLVI, Inc., a Delaware corporation that will become the publicly-traded parent holding company of Genworth Financial, Genworth Mortgage Holdings, Inc. and Genworth Mortgage Holdings, LLC, and each of their respective direct and indirect subsidiaries and which will change its name to Genworth Financial, Inc. upon the effectiveness of the reorganization involving Genworth Financial.";

(c) providing that all references to "Genworth Financial" contained in the Master Agreement shall hereafter continue to refer to Genworth Financial, Inc. (Old Genworth) and its Affiliates, including, for so long as Old Genworth is a Subsidiary of New Genworth, New Genworth;

(d) deleting Brookfield's address for notices, requests, claims, demands and other communications in Section 8.06 of the Master Agreement and replacing such address with the following:

"if to Brookfield:

Brookfield Life Assurance Company Limited
c/o Aon Insurance Managers (Bermuda) Ltd.
Aon House
30 Woodbourne Avenue
Pembroke, HM JX Bermuda

Attention: President

Phone: 441-295-2220
Fax: 441-292-4910";

(e) adding the address for notices, requests, claims, demands and other communications to New Genworth in Section 8.06 of the Master Agreement as follows:

"if to New Genworth:

Genworth Financial, Inc.
6620 West Broad Street
Richmond, VA 23230

Attention: General Counsel

Phone: 804-662-2574
Fax: 804-662-2414"; and

(f) deleting Section 8.10 of the Master Agreement and replacing such section with the following:

"Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Exhibits and Schedules hereto), and any amendments thereto, constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement".

3.2 The Existing Master Agreement Parties agree and acknowledge that, for the purposes of Section 8.11(b) of the Master Agreement, each Affiliate directly or indirectly transferred to New Genworth pursuant to the Reorganization shall remain an "Affiliate" of Old Genworth and shall continue to be bound by the restrictions set forth in Sections 2.01(a) and 2.02(b) of the Master Agreement from and after the time of completion of the Reorganization for so long as such entity is an "Affiliate" of Old Genworth under the Master Agreement.

4. General

4.1 The Master Agreement as amended or supplemented by this Agreement shall continue in full force and effect.

4.2 The Master Agreement shall be read in conjunction with this Agreement, and the Master Agreement and this Agreement shall henceforth have effect so far as practicable as if all of the provisions of the Master Agreement and of this Agreement were contained in one instrument.

4.3 New Genworth hereby unconditionally and irrevocably guarantees, covenants and agrees to be jointly and severally liable with Old Genworth, and each of Genworth Canada and GFMICC shall have full recourse against Old Genworth and New Genworth both jointly and severally, for the due and punctual performance of all of Old Genworth's obligations arising under or relating to the Master Agreement, and New Genworth shall cause Old Genworth to comply with all of Old Genworth's respective obligations under or relating to the Master Agreement. The obligations of New Genworth pursuant to this Section 4.3 shall only apply if, at the relevant time, Old Genworth is a Subsidiary of New Genworth.

4.4 This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario irrespective of the choice of Laws principles.

4.5 The parties hereto acknowledge and agree that this Agreement may be executed by the parties hereto in counterparts, and transmitted by facsimile, each of which when so executed shall be deemed to be an original and each counterpart, together with all counterparts, shall constitute one and the same document.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENWORTH MI CANADA INC.

Per: /s/ Brian Hurley
Name: Brian Hurley
Title: Chairman & CEO

BROOKFIELD LIFE ASSURANCE COMPANY LIMITED

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: President

GENWORTH FINANCIAL, INC.

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President

GENWORTH FINANCIAL MORTGAGE INSURANCE COMPANY CANADA

Per: /s/ Brian Hurley
Name: Brian Hurley
Title: Chairman & CEO

SCHEDULE A

COUNTERPART TO AMENDMENT NO. 1 TO MASTER AGREEMENT DATED APRIL 1, 2013
(the "Amendment No. 1")

The undersigned, Sub XLVI, Inc., hereby agrees to be bound by the terms of the Amendment No. 1 as a party to the Amendment No. 1 and shall be entitled to the benefits and be subject to the obligations of the Amendment No. 1 as though the undersigned had executed the Amendment No. 1 together with the other parties to the Amendment No. 1.

DATED April 1, 2013.

SUB XLVI, INC.

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President

Exhibit 10.3

AMENDING AGREEMENT

dated April 1, 2013

among

GENWORTH MI CANADA INC.

and

BROOKFIELD LIFE ASSURANCE COMPANY LIMITED

and

GENWORTH FINANCIAL, INC.

and

GENWORTH MORTGAGE HOLDINGS, LLC

and

GENWORTH MORTGAGE INSURANCE CORPORATION

and

GENWORTH MORTGAGE INSURANCE CORPORATION OF NORTH CAROLINA

and

GENWORTH FINANCIAL INTERNATIONAL HOLDINGS, INC.

and

GENWORTH RESIDENTIAL MORTGAGE ASSURANCE CORPORATION

This Amending Agreement, dated April 1, 2013 (this "**Agreement**"), is made by and among Genworth MI Canada Inc. ("**Genworth Canada**"), Brookfield Life Assurance Company Limited ("**Brookfield**"), Genworth Financial, Inc. ("**Old Genworth**"), Genworth Mortgage Holdings, LLC ("**GMH**"), Genworth Mortgage Insurance Corporation ("**GMICO**"), Genworth Mortgage Insurance Corporation of North Carolina ("**GMIC NC**"), Genworth Financial International Holdings, Inc. ("**GFIH**"), Genworth Residential Mortgage Assurance Corporation ("**GRMAC**") and, upon signing the counterpart page attached hereto as Schedule A (the**Counterpart Page**") and agreeing to be bound by this Agreement, Sub XLVI, Inc. ("**New Genworth**").

RECITALS

WHEREAS Old Genworth is the indirect beneficial owner of approximately 57.5% of the issued and outstanding common shares of Genworth Canada and the sole issued and outstanding special share of Genworth Canada;

AND WHEREAS Genworth Canada, Brookfield and Old Genworth entered into a Shareholder Agreement dated July 7, 2009 (the "**Shareholder Agreement**");

AND WHEREAS, in connection with a transfer of common shares of Genworth Canada, GMH, GMICO, GMIC NC, GFIH and GRMAC became parties to the Shareholder Agreement upon entering into an Assignment and Assumption Agreement for the Shareholder Agreement with Genworth Canada, Brookfield and Old Genworth in, as applicable, July or August 2011;

AND WHEREAS Old Genworth will undertake an internal reorganization (the "**Reorganization**"), whereby New Genworth, a Delaware corporation, will become the publicly-traded parent holding company of Old Genworth, Genworth Mortgage Holdings, Inc. and Genworth Mortgage Holdings, LLC, and each of their respective direct and indirect subsidiaries and which will change its name to Genworth Financial, Inc. upon the effectiveness of the Reorganization;

AND WHEREAS New Genworth desires to obtain the benefit of certain of the rights, interests and benefits held by Old Genworth pursuant to the Shareholder Agreement, as amended hereby, without diminishing or expanding the rights of Old Genworth thereunder;

AND WHEREAS Genworth Canada, Brookfield, Old Genworth, GMH, GMICO, GMIC NC, GFIH and GRMAC (the "**Existing Shareholder Agreement Parties**") have agreed to amend the Shareholder Agreement;

AND WHEREAS New Genworth will become a party to this Agreement upon signing the Counterpart Page;

NOW THEREFORE, as of the date hereof, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto severally covenant and agree as follows:

1. Definitions

Where used in this Agreement, all capitalized terms not otherwise defined shall have the respective meaning ascribed thereto in the Shareholder Agreement.

2. Effect

Provided that New Genworth has signed the Counterpart Page, this Agreement, and the amendments to the Shareholder Agreement set forth herein, shall become effective simultaneously with the effectiveness of the Reorganization, without the requirement of any further act by the parties hereto. Upon the effectiveness of this Agreement, subject to Section 3.1(m) of this Agreement, the parties to the Shareholder Agreement shall be the Existing Shareholder Agreement Parties and New Genworth.

3. Amendments to the Shareholder Agreement

3.1 The Shareholder Agreement is hereby amended, effective in accordance with Section 2 of this Agreement, by:

(a) adding the following definition of "New Genworth" to Section 1.01 of the Shareholder Agreement:

""New Genworth" means Sub XLVI, Inc., a Delaware corporation that will become the publicly-traded parent holding company of Genworth Financial, Genworth Mortgage Holdings, Inc. and Genworth Mortgage Holdings, LLC, and each of their respective direct and indirect subsidiaries and which will change its name to Genworth Financial, Inc. upon the effectiveness of the reorganization involving Genworth Financial.";

(b) providing that all references to Genworth Financial contained in the Shareholder Agreement shall hereafter continue to refer to Genworth Financial, Inc. (Old Genworth) except for references to Genworth Financial contained in Article IV (including any corresponding schedules) or Section 6.02 of the Shareholder Agreement, which references shall hereafter instead refer to New Genworth, provided that (i) Old Genworth is a Subsidiary of New Genworth; (ii) references in Article IV to the beneficial ownership of Common Shares of Genworth Canada by Genworth Financial shall continue to refer to the beneficial ownership by Genworth Financial, Inc. (Old Genworth), as determined in accordance with Section 1.03 of the Shareholder Agreement, as amended hereby; and (iii) if Old Genworth determines at any time for any purpose that one or more references to Genworth Financial contained in Article IV (including any corresponding schedules) or Section 6.02 of the Shareholder Agreement should instead refer to (A) Old Genworth (rather than New Genworth), (B) both Old Genworth and New Genworth or (C) either Old Genworth or New Genworth, then Old Genworth shall notify Genworth Canada in writing of such determination, in which case such references to Genworth Financial in Article IV (including any corresponding schedules) or Section 6.02 of the Shareholder Agreement shall thereafter refer to Old Genworth, both Old Genworth and New Genworth, or either Old Genworth or New Genworth, in each case as specified by Old Genworth in such written notice. If such notice results in any conflicting instruction to Genworth Canada, then Genworth Canada shall be entitled to rely on any instruction or direction provided by Old Genworth to Genworth Canada to address such conflict;

(c) deleting the definition of "Genworth Financial Group" in Section 1.01 of the Shareholder Agreement and replacing such definition with the following:

"Genworth Financial Group" means, collectively, (a) if Genworth Financial is a Subsidiary of New Genworth, New Genworth and all of its direct and indirect Subsidiaries now or hereafter existing, including Genworth Financial, Genworth Mortgage Holdings, Inc. and Genworth Mortgage Holdings, LLC and their direct and indirect Subsidiaries, or (b) if Genworth Financial is not a Subsidiary of New Genworth, Genworth Financial and all of its direct and indirect Subsidiaries now or hereafter existing, in each case other than Genworth Canada and its direct and indirect Subsidiaries.";

(d) deleting Section 1.03 of the Shareholder Agreement and replacing such section with the following:

"Beneficial Ownership. Solely for purposes of this Agreement, (a) if Genworth Financial is a Subsidiary of New Genworth, Genworth Financial shall be deemed to beneficially own shares of Genworth Canada which are beneficially owned by New Genworth and by the direct or indirect Subsidiaries of New Genworth, or (b) if Genworth Financial is not a Subsidiary of New Genworth, Genworth Financial shall be deemed to beneficially own only shares of Genworth Canada which are beneficially owned by Genworth Financial and by the direct or indirect Subsidiaries of Genworth Financial, in each case other than Genworth Canada and its direct or indirect Subsidiaries.";

(e) providing that notwithstanding Section 3.1(a) above, Section 2.01(d) of the Shareholder Agreement shall be amended such that the fourth reference to Genworth Financial in Section 2.01(d) shall instead refer to New Genworth;

(f) deleting the first sentence of Section 2.03(c) of the Shareholder Agreement and replacing such sentence with the following:

"If Genworth Financial and the Applicable GNW Shareholder(s) have chosen to exercise, or cause to be exercised, the voting rights attached to the Common Shares beneficially owned by Genworth Financial in respect of a Director Election, Genworth Canada agrees to nominate for election as directors of Genworth Canada in such Director Election a number of persons specified by the Applicable GNW Shareholder(s) holding Common Shares equal to the number of directors the Applicable GNW Shareholder(s) would have been entitled to nominate pursuant to Section 2.04, as if the Special Share had been redeemed upon demand by the holder.

(g) providing that in the event that Genworth Canada receives conflicting instructions from the Applicable GNW Shareholders under Section 2.03 or 2.04 of the Shareholder Agreement, Genworth Canada shall follow the instructions from the Applicable GNW Shareholder(s) beneficially owned by Old Genworth, in respect of all shares of Genworth Canada beneficially owned by Old Genworth, as determined in accordance with Section 1.03 of the Shareholder Agreement, as amended hereby, and provided that New Genworth has signed the Counterpart Page, New Genworth agrees to and acknowledges such limitations on the rights of an Applicable GNW Shareholder under the Shareholder Agreement, as amended;

(h) providing that notwithstanding Section 3.1(a) above, Section 4.08 of the Shareholder Agreement shall be amended such that the reference to Genworth Financial in such section shall be deemed to be a reference to Old Genworth and New Genworth;

(i) deleting Brookfield's address for notices, requests, claims, demands and other communications in Section 7.03 of the Shareholder Agreement and replacing such address with the following:

"if to Brookfield:

Brookfield Life Assurance Company Limited
c/o Aon Insurance Managers (Bermuda) Ltd.
Aon House
30 Woodbourne Avenue
Pembroke, HM JX Bermuda

Attention: President

Phone: 441-295-2220
Fax: 441-292-4910";

(j) adding the address for notices, requests, claims, demands and other communications to New Genworth in Section 7.03 of the Shareholder Agreement as follows:

"if to New Genworth:

Genworth Financial, Inc.
6620 West Broad Street
Richmond, VA 23230

Attention: General Counsel

Phone: 804-662-2574
Fax: 804-662-2414";

(k) deleting Section 7.05 of the Shareholder Agreement and replacing such section with the following:

"Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Schedules hereto and the herein referenced provisions of the Master Agreement), and any amendments thereto, constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.";

(l) providing that references to "GNW Ownership Interest" in Schedules 4.01, 4.02, 4.03, 4.05(e)(i), 4.05(e)(ii) and 4.06(a) to the Shareholder Agreement shall be deemed to refer to the beneficial ownership interest of Old Genworth as determined in accordance with Section 1.03 of the Shareholder Agreement, as amended hereby; and

(m) following the effectiveness of this Agreement in accordance with Section 2 of this Agreement, each of GMH and GFIH will cease to be a party to the Shareholder Agreement.

4. General

4.1 The Shareholder Agreement as amended or supplemented by this Agreement shall continue in full force and effect.

4.2 The Shareholder Agreement shall be read in conjunction with this Agreement, and the Shareholder Agreement and this Agreement shall henceforth have effect so far as practicable as if all of the provisions of the Shareholder Agreement and of this Agreement were contained in one instrument.

4.3 New Genworth hereby unconditionally and irrevocably guarantees, covenants and agrees to be jointly and severally liable with Old Genworth, and Genworth Canada shall have full recourse against Old Genworth and New Genworth both jointly and severally, for the due and punctual performance of all of Old Genworth's obligations arising under or relating to the Shareholder Agreement, and New Genworth shall cause Old Genworth to comply with all of Old Genworth's respective obligations under or relating to the Shareholder Agreement. The obligations of New Genworth pursuant to this Section 4.3 shall only apply if, at the relevant time, Old Genworth is a Subsidiary of New Genworth.

4.4 This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Ontario irrespective of the choice of Laws principles.

4.5 The parties hereto acknowledge and agree that this Agreement may be executed by the parties hereto in counterparts, and transmitted by facsimile, each of which when so executed shall be deemed to be an original and each counterpart, together with all counterparts, shall constitute one and the same document.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENWORTH MI CANADA INC.

Per: /s/ Brian Hurley
Name: Brian Hurley
Title: Chairman & CEO

BROOKFIELD LIFE ASSURANCE COMPANY LIMITED

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: President

GENWORTH FINANCIAL, INC.

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President

GENWORTH MORTGAGE HOLDINGS, LLC

Per: /s/ Rohit Gupta
Name: Rohit Gupta
Title: President

GENWORTH MORTGAGE INSURANCE CORPORATION

Per: /s/ Rohit Gupta
Name: Rohit Gupta
Title: President

GENWORTH MORTGAGE INSURANCE CORPORATION OF NORTH CAROLINA

Per: /s/ Rohit Gupta
Name: Rohit Gupta
Title: President

GENWORTH FINANCIAL INTERNATIONAL HOLDINGS, INC.

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President

GENWORTH RESIDENTIAL MORTGAGE ASSURANCE CORPORATION

Per: /s/ Rohit Gupta

Name: Rohit Gupta
Title: President

SCHEDULE A

COUNTERPART TO AMENDING AGREEMENT DATED APRIL 1, 2013
(the "Amending Agreement")

The undersigned, Sub XLVI, Inc., hereby agrees to be bound by the terms of the Amending Agreement as a party to the Amending Agreement and shall be entitled to the benefits and be subject to the obligations of the Amending Agreement as though the undersigned had executed the Amending Agreement together with the other parties to the Amending Agreement.

DATED April 1, 2013.

SUB XLVI, INC.

Per: /s/ Ward E. Bobitz
Name: Ward E. Bobitz
Title: Vice President

Exhibit 10.4

Consent and Agreement to Become a Party to Restated Tax Matters Agreement

The parties to that certain Restated Tax Matters Agreement, dated February 1, 2006, among General Electric Company, General Electric Capital Corporation, GE Financial Assurance Holdings, Inc., GEI, Inc., and Genworth Holdings, Inc., prior to the date hereof known as Genworth Financial, Inc. ("Old Genworth"), as interpreted in accordance with the letter agreement among the above referenced parties dated December 11, 2012 (the "Tax Matters Agreement"), hereby consent and agree to Genworth Financial, Inc., prior to the date hereof known as Sub XLVI, Inc. ("New Genworth"), becoming a party to the Tax Matters Agreement and New Genworth hereby agrees to become a party to the Tax Matters Agreement and to assume, jointly and severally with Old Genworth, all of the rights, obligations, duties, and responsibilities of Old Genworth thereunder, all effective as of the date hereof or, if earlier, the date upon which New Genworth becomes the corporate parent of the group of companies of which Genworth Holdings, Inc., formerly was the corporate parent. This Consent and Agreement is entered into in accordance with Section 18 of the Tax Matters Agreement.

Executed this 1st day of April, 2013

GENWORTH FINANCIAL, INC.

By: /s/ Gail F. Laskowitz
Name: Gail F. Laskowitz
Title: Vice President

GENWORTH HOLDINGS, INC.

By: /s/ Gail F. Laskowitz
Name: Gail F. Laskowitz
Title: Vice President

GENERAL ELECTRIC COMPANY

By: /s/ Richard D'Avino
Name: Richard D'Avino
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ Michael D. Barnett
Name: Michael D. Barnett
Title: V.P.

GE FINANCIAL ASSURANCE HOLDINGS, INC.

By: /s/ Sarah Q. Baker
Name: Sarah Q. Baker
Title: Treasurer

GEI, INC.

By: /s/ Richard D'Avino
Name: Richard D'Avino
Title: Vice President