

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

August 5, 2013
Date of Report
(Date of earliest event reported)



GENWORTH FINANCIAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-32195
(Commission
File Number)

80-0873306
(I.R.S. Employer
Identification No.)

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

23230
(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))

Item 1.01. Entry into a Material Definitive Agreement.

On August 8, 2013, Genworth Holdings, Inc. (“Genworth Holdings”), a direct, wholly-owned subsidiary of Genworth Financial, Inc. (“Genworth Financial”), completed a public offering of \$400 million aggregate principal amount of its 4.900% Senior Notes due 2023 (the “Notes”). The Notes are fully and unconditionally guaranteed (the “Guarantee”) on a senior unsecured basis by Genworth Financial. The Notes are governed by an Indenture, dated as of June 15, 2004 (the “Base Indenture”) between Genworth Holdings and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as heretofore supplemented and as further supplemented by Supplemental Indenture No. 10, dated as of August 8, 2013 (“Supplemental Indenture No. 10”), among Genworth Holdings, Genworth Financial and the Trustee (as so supplemented, the “Indenture”).

The Notes are senior unsecured obligations of Genworth Holdings and rank equally in right of payment with all of Genworth Holdings’ other unsecured and unsubordinated obligations from time to time outstanding. The Notes are fully and unconditionally guaranteed on an unsecured and unsubordinated basis by Genworth Financial, and the guarantee will rank equally in right of payment with all of Genworth Financial’s other unsecured and unsubordinated obligations from time to time outstanding. Interest on the Notes will be payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2014. Interest on the Notes will accrue from August 8, 2013.

Genworth Holdings may redeem all or a portion of the Notes at its option at any time or from time to time at a redemption price equal to the greater of:

- 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date; and
- the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the redemption date) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Indenture) plus 35 basis points, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the redemption date.

The net proceeds of this offering (before expenses) were approximately \$396 million. Genworth Holdings intends to use the net proceeds from this offering, together with cash on hand at Genworth Holdings, to redeem at least a majority of the outstanding aggregate principal amount of Genworth Holdings’ 4.950% senior notes due 2015 (the “2015 Notes”), and pay related premium and accrued interest on such notes, and the remainder for general corporate purposes, which may include the redemption or repurchase of debt, including additional 2015 Notes.

The Notes and Guarantee were offered and sold by Genworth Holdings and Genworth Financial pursuant to a registration statement on Form S-3 (File No. 333- 182093) (as amended, the “Registration Statement”).

The foregoing description of the Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture, which is filed as Exhibit 4.10 to Genworth Holdings’ (formerly Genworth Financial, Inc.) 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. 10, which is filed as Exhibit 4.1 hereto. Each of the foregoing documents is incorporated by reference herein.

Item 8.01. Other Events.

The Notes were issued pursuant to an underwriting agreement (the “Underwriting Agreement”), dated as of August 5, 2013, among Genworth Holdings, Genworth Financial and Barclays Capital Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein (the “Underwriters”). Pursuant to the Underwriting Agreement and subject to the terms and conditions expressed therein, Genworth Holdings agreed to sell the Notes to the Underwriters, and the Underwriters agreed to purchase the Notes for resale to the public. Genworth Holdings sold the Notes to the Underwriters at an issue price of 99.036% of the principal amount thereof, and the Underwriters offered the Notes to the public at a price of 99.686% of the principal amount thereof.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 hereto.

In connection with the offering of the Notes, Genworth Financial is filing as Exhibit 5.1 hereto an opinion of counsel addressing the validity of the Notes and the Guarantee. Such opinion is incorporated by reference into the Registration Statement.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
1.1	Underwriting Agreement, dated August 5, 2013, among Genworth Holdings, Inc., Genworth Financial, Inc., as guarantor, and Barclays Capital Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein.
4.1	Supplemental Indenture No. 10, dated as of August 8, 2013, among Genworth Holdings, Inc., Genworth Financial, Inc., as guarantor, and The Bank of New York Mellon Trust Company, N.A., as trustee.
5.1	Opinion of Weil, Gotshal & Manges LLP.

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: August 8, 2013

GENWORTH FINANCIAL, INC.

By: /s/ Martin P. Klein
Martin P. Klein
Executive Vice President and
Chief Financial Officer

\$400,000,000

GENWORTH HOLDINGS, INC.

4.900% Senior Notes due 2023

Fully and Unconditionally Guaranteed by Genworth Financial, Inc.

UNDERWRITING AGREEMENT

August 5, 2013

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Goldman, Sachs & Co.
200 West Street
New York, New York 10282

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

As Representatives of the
several Underwriters listed
in Schedule I hereto

Dear Sirs and Mesdames:

Genworth Holdings, Inc., a Delaware corporation (the “**Company**”), and a direct, wholly-owned subsidiary of Genworth Financial, Inc., a Delaware corporation (the “**Guarantor**”), proposes, subject to the terms and conditions stated herein, to issue and to sell to the several Underwriters listed in Schedule I hereto (the “**Underwriters**”), for whom you are acting as representatives (the “**Representatives**”), U.S. \$400,000,000 principal amount of 4.900% Senior Notes due 2023 (the “**Notes**”). The Notes will be issued pursuant to the Indenture (the “**Base Indenture**”), dated as of June 15, 2004, between the Company and The Bank of New York Trust Company, N.A., as succeeded by The Bank of New York Mellon Trust Company, N.A., as indenture trustee (the “**Trustee**”), as supplemented by the First Supplemental Indenture dated as of June 15, 2004 (the “**First Supplemental Indenture**”), the Second Supplemental Indenture dated as of September 19, 2005 (the “**Second Supplemental Indenture**”), the Third Supplemental Indenture dated as of June 12, 2007 (the “**Third Supplemental Indenture**”), the Fourth Supplemental Indenture dated as of May 22, 2008 (the “**Fourth Supplemental Indenture**”), the Fifth Supplemental Indenture dated as of December 8, 2009 (the “**Fifth Supplemental Indenture**”), the Sixth Supplemental Indenture dated as of June 24, 2010 (the “**Sixth Supplemental Indenture**”), the Seventh Supplemental Indenture dated as of November 22, 2010 (the “**Seventh Supplemental Indenture**”), the Eighth Supplemental Indenture dated as of March 25, 2011 (the “**Eighth Supplemental Indenture**”), the Ninth

Supplemental Indenture dated as of April 1, 2013 (the “**Ninth Supplemental Indenture**”) and the Tenth Supplemental Indenture to be dated as of August 8, 2013 (the “**Tenth Supplemental Indenture**”) between the Company and the Trustee (collectively, the “**Supplemental Indentures**”). The Base Indenture, as so supplemented, is referred to herein as the “**Indenture**.” The Notes will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest by the Guarantor as provided in the Tenth Supplemental Indenture (the “**Guarantee**”). The Notes and the Guarantee are herein collectively referred to as the “**Securities**.”

The Company and the Guarantor have filed with the U.S. Securities and Exchange Commission (the “**Commission**”) a registration statement, including a prospectus, on Form S-3 (File No. 333-182093), relating to securities, including the Securities, to be issued from time to time by the Company and/or the Guarantor. The registration statement as amended to the date of this Agreement is hereinafter referred to as the “**Registration Statement**,” and the related prospectus covering the Securities dated April 1, 2013 is hereinafter referred to as the “**Base Prospectus**.” For purposes of this Agreement, “**Prospectus**” means the final prospectus relating to the Securities, including any prospectus supplement thereto relating to the Securities, as filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations under the Securities Act of 1933, as amended (the “**Securities Act**”), and the term “**preliminary prospectus**” means the Base Prospectus, as supplemented by the Preliminary Prospectus Supplement dated August 5, 2013.

For purposes of this Agreement, “**free writing prospectus**” has the meaning set forth in Rule 405 under the Securities Act and “**Time of Sale Prospectus**” means the preliminary prospectus, together with the free writing prospectuses, if any, each identified on Schedule II hereto (which shall not include any Electronic Road Show as defined in Section 1(b) hereof). As used herein, the terms “**Registration Statement**,” “**preliminary prospectus**,” “**Time of Sale Prospectus**” and “**Prospectus**” shall include the documents, if any, incorporated by reference therein. The terms “**supplement**,” “**amendment**” and “**amend**” as used herein with respect to the Registration Statement, the Base Prospectus, the Time of Sale Prospectus, the preliminary prospectus or any free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), that are incorporated by reference therein.

1. *Representations and Warranties of the Company and the Guarantor.* The Company and the Guarantor jointly and severally represent and warrant to and agree with each of the Underwriters, as of the date hereof that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Company and the Guarantor, threatened by the Commission. The Company and the Guarantor are eligible to use the Registration Statement as an “automatic shelf registration statement” (as defined in Rule 405 under the Securities Act), and neither the Company nor the Guarantor has received notice from the Commission objecting to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) the Registration Statement, when it became effective, did not contain, and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement, the preliminary prospectus and the Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (iv) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering at or prior to the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company or the Guarantor, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (v) any “road show that is a written communication” within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission (each such road show, an “**Electronic Road Show**”), when considered together with the Time of Sale Prospectus, does not, and at the time of each sale of the Securities in connection with the offering at or prior to the Closing Date (as defined in Section 4), any such Electronic Road Show, when considered together with the Time of Sale Prospectus, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vi) the Prospectus does not contain and, as of the Closing Date and as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the

representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company and the Guarantor in writing by such Underwriter through the Representatives expressly for use therein.

(c) Each of the Company and the Guarantor is a “well-known seasoned issuer” (as defined in Rule 405 under the Securities Act) and neither the Company nor the Guarantor is an “ineligible issuer” (as defined in Rule 405 under the Securities Act) in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company or the Guarantor is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Any free writing prospectus that the Company or the Guarantor has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company or the Guarantor complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto, and Electronic Road Shows, if any, furnished to you before first use, neither the Company nor the Guarantor has prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) Each of the Company and the Guarantor has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and to enter into and perform its obligations under this Agreement, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(e) Each subsidiary of the Guarantor (other than the Company) set forth on Schedule III hereto (each, a **Designated Subsidiary**) and, collectively, the **“Designated Subsidiaries”**) has been duly incorporated or formed, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, has the full power and

authority to own its property and to conduct its business as currently conducted and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole; all of the issued shares of capital stock of each Designated Subsidiary owned directly or indirectly by the Guarantor have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Guarantor, free and clear of all liens, encumbrances, equities or claims, except as described in the Prospectus; for purposes of this Agreement, Schedule III hereto includes each subsidiary of the Guarantor that is a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X promulgated by the Commission) and that is in existence on the date hereof.

(f) This Agreement has been duly authorized, executed and delivered by the Company and the Guarantor.

(g) (A) The execution and delivery by the Company and the Guarantor of, and the performance by each of the Company and the Guarantor of its obligations under, this Agreement, the Tenth Supplemental Indenture, and the Securities, will not contravene (i) any provision of applicable law or the certificate of incorporation or by-laws of the Company or the Guarantor, (ii) any agreement or other instrument binding upon the Guarantor or any of its subsidiaries (except to the extent such contravention would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole), or (iii) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Guarantor or any subsidiary, and (B) no consent, approval, authorization or order of, or qualification with, any U.S. federal, state or local governmental body or agency is required for the performance by each of the Company or the Guarantor of their respective obligations under this Agreement, the Indenture and the Securities, except such as has been obtained and as may be required to be obtained by the Company or the Guarantor under the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities.

(h) The Notes have been duly authorized by the Company, and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with this Agreement, will constitute valid and binding obligations of the Company, entitled to the benefits provided by the Indenture, and

enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to, or affecting, creditors' rights and to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). The Notes will conform in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(i) The Indenture has been duly authorized by the Company and the Guarantor and duly qualified under the Trust Indenture Act, and, when the Tenth Supplemental Indenture is executed and delivered by the Company and the Guarantor (and assuming due authorization, execution and delivery of the Tenth Supplemental Indenture by the Trustee), the Indenture will constitute a valid and binding instrument of each of the Company and the Guarantor, enforceable against each of the Company and the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to, or affecting, creditors' rights and to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). The Indenture will conform in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(j) The Guarantee, forming part of the Tenth Supplemental Indenture, has been duly authorized by the Guarantor and, when the Notes have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with this Agreement, will constitute a valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to, or affecting, creditors' rights and to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). The Guarantee will conform in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(k) None of the Company, the Guarantor, or any of the Designated Subsidiaries is in violation of its certificate of incorporation, by-laws or other constituent documents; neither the Guarantor nor any of its subsidiaries is in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any agreement or other instrument binding upon the Guarantor or any of its subsidiaries,

except to the extent such default would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(l) There has not occurred any material adverse change in the financial condition or in the earnings, business or operations of the Guarantor and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(m) There are no legal or governmental proceedings pending or, to the knowledge of the Company or the Guarantor, threatened to which the Guarantor or any of its subsidiaries is a party or to which any of the properties of the Guarantor or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described therein and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required. The Time of Sale Prospectus contains in all material respects the same description of the foregoing matters contained in the Prospectus.

(n) The preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(o) Neither the Company nor the Guarantor is, and after giving effect to the offering and sale of the Notes and the application of the proceeds thereof as described in the Prospectus will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(p) Except as described in the Time of Sale Prospectus, there are no contracts, agreements or understandings between the Company and/or the Guarantor and any person granting such person the right to require the Company or the Guarantor to file a registration statement under the Securities Act with respect to any securities of the Company or the Guarantor or to require the Company or the Guarantor to include such securities with the Securities registered pursuant to the Registration Statement.

(q) Subsequent to the date as of which information is given in the Time of Sale Prospectus, (i) the Guarantor and its subsidiaries, taken as

a whole, have not incurred any material liability or obligation, direct or contingent, or entered into any material transaction not in the ordinary course of business; (ii) the Guarantor has not purchased any of its outstanding capital stock (other than any such purchases to cover withholding tax obligations of the Guarantor's employees in connection with their exercise of outstanding equity awards under the Guarantor's existing employee incentive plans), or declared, paid or otherwise made any dividend or distribution of any kind on its capital stock other than ordinary and customary dividends; and (iii) there has not been any material change in the capital stock, short-term debt or long-term debt of the Guarantor and its subsidiaries, except in each case as described or otherwise contemplated in the Time of Sale Prospectus.

(r) Each of the Company, the Guarantor and the Designated Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Time of Sale Prospectus or would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole; and any real property and buildings held under lease by the Company, the Guarantor and the Designated Subsidiaries are held by them under valid, subsisting and enforceable leases except such as are described in the Time of Sale Prospectus or would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(s) Each of the Company, the Guarantor and the Designated Subsidiaries own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, except where the failure to so own, possess or be able to acquire on reasonable terms would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole, and neither the Company, the Guarantor nor any of the Designated Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, singly or in the aggregate, would have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(t) No labor dispute with the employees of the Guarantor or any of its subsidiaries exists, except as described in the Time of Sale

Prospectus, or, to the knowledge of the Company or the Guarantor, is imminent, except where such dispute would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(u) Each Designated Subsidiary that is engaged in the business of insurance or reinsurance (each an **Insurance Subsidiary**,” collectively the **Insurance Subsidiaries**”) is licensed or authorized to conduct an insurance or reinsurance business, as the case may be, under the insurance statutes of each jurisdiction in which the conduct of its business requires such licensing or authorization, except for such jurisdictions in which the failure of the Insurance Subsidiary to be so licensed or authorized would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole. The Insurance Subsidiaries have made all required filings under applicable insurance statutes in each jurisdiction where such filings are required, except for such filings the failure of which to make would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole. Each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications (**Authorizations**”), of and from all insurance regulatory authorities necessary to conduct their respective existing businesses as described in the Time of Sale Prospectus, except where the failure to have such Authorizations would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole, and no Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional Authorizations are needed to be obtained by any Insurance Subsidiary in any case where it could reasonably be expected that the failure to obtain such additional Authorizations or the limiting of the writing of such business would have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole, and no insurance regulatory authority having jurisdiction over any Insurance Subsidiary has issued any order or decree impairing, restricting or prohibiting (i) the payment of dividends by any Insurance Subsidiary to its parent, other than those restrictions applicable to insurance or reinsurance companies under such jurisdiction generally or (ii) the continuation of the business of the Guarantor or any of the Insurance Subsidiaries in all material respects as presently conducted, in each case except where such orders or decrees would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(v) Except as described in the Time of Sale Prospectus, (i) all ceded reinsurance and retrocessional treaties, contracts, agreements and arrangements (**Reinsurance Contracts**) to which the Company, the Guarantor or any Insurance Subsidiary is a party and as to which any of them reported recoverables, premiums due or other amounts in its most recent statutory financial statements are in full force and effect, except where the failure of such Reinsurance Contracts to be in full force and effect would not, singly or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole, and (ii) none of the Company, the Guarantor or any Insurance Subsidiary has received any notice from any other party to any Reinsurance Contract that such other party intends not to perform such Reinsurance Contract in any material respect, and neither the Company nor the Guarantor has any knowledge that any of the other parties to such Reinsurance Contracts will be unable to perform its obligations thereunder in any material respect, except where (A) the Guarantor or the Insurance Subsidiary has established reserves in its financial statements which it deems adequate for potential uncollectible reinsurance or (B) such nonperformance would not have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole.

(w) Except as described in the Time of Sale Prospectus, neither the Company nor the Guarantor has knowledge of any threatened or pending downgrading of the Guarantor's or any of its subsidiaries' claims-paying ability rating or financial strength rating by A.M. Best Company, Inc., Standard & Poor's Rating Group, Moody's Investor Service, Inc., Fitch Ratings, Ltd. or any other "nationally recognized statistical rating organizations," as such term is defined in Section 3(a)(62) under the Exchange Act, which currently has publicly released a rating of the claims-paying ability or financial strength of the Company or any subsidiary.

(x) Each of the Company, the Guarantor and the Designated Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with United States generally accepted accounting principles ("**GAAP**") and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Each of the Company and the Guarantor maintains a system of internal accounting controls sufficient to provide reasonable assurance that the interactive data in eXtensible

Business Reporting Language incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(y) The statements set forth in (i) the Time of Sale Prospectus under the captions "Description of the Notes," insofar as they purport to constitute a summary of the terms of the Indenture and the Securities, and "United States Federal Income Tax Consequences," (ii) Exhibit 99.1 to the Guarantor's Current Report on Form 8-K filed with the Commission on May 30, 2013 under the caption "Item 1. Business – Regulation," and the Company's Annual Report on Form 10-K for the year ended December 31, 2012 under the caption "Item 3. Legal Proceedings," as supplemented by the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 under the caption "Part II. Item 1. Legal Proceedings" and the Guarantor's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 under the caption "Part II. Item 1. Legal Proceedings," (iii) the Guarantor's Proxy Statement for the Guarantor's 2013 annual meeting of stockholders under the caption "Certain Relationships and Transactions" and (iv) the Registration Statement in Item 15, insofar as they purport to describe the provisions of the laws and documents referred to therein, fairly summarize in all material respects the matters described therein.

(z) KPMG LLP, whose reports are incorporated by reference in the Prospectus, is an independent registered public accounting firm with respect to the Guarantor and its consolidated subsidiaries within the meaning of the Securities Act and the rules and regulations adopted by the Commission thereunder. The financial statements of the Company and its consolidated subsidiaries (including the related notes and supporting schedules) incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby at the dates and for the periods indicated and have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated and conform in all material respects with the rules and regulations adopted by the Commission under the Securities Act; and the supporting schedules included in the Registration Statement present fairly in all material respects the information required to be stated therein. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(aa) None of the Company, the Guarantor, any of their subsidiaries nor, to the knowledge of the Company or the Guarantor, any director, officer, agent, employee or affiliate of the Company, the Guarantor or any of their subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; or (v) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(bb) The operations of the Company, the Guarantor and their subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Company, the Guarantor or any of their subsidiaries (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Guarantor or any of their subsidiaries with respect to the Money Laundering Laws that could reasonably be expected to have a Material Adverse Effect is pending or, to the knowledge of the Company or the Guarantor, threatened.

(cc) None of the Company, the Guarantor, any of their subsidiaries or, to the knowledge of the Company or the Guarantor, any director, officer, agent, employee or affiliate of the Company, the Guarantor or any of their subsidiaries is currently the subject of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”), or other relevant sanctions authority (collectively, “**Sanctions**”), and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions.

Any certificate signed by any officer of the Company or the Guarantor required to be delivered to the Representatives or their counsel at the Closing Date pursuant to Section 5 hereof shall be deemed to be a representation and warranty by the Company and the Guarantor as to the matters covered thereby to each Underwriter.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase, severally and not jointly, from the Company, at a purchase price (the "**Purchase Price**") of 99.036% of the principal amount of the Notes, plus accrued interest, if any, from August 8, 2013 to the Closing Date (as defined in Section 4) in the respective principal amount of Notes set forth opposite the names of the Underwriters in Schedule I hereto.

3. *Terms of Public Offering.* The Company is advised by the Representatives that the Underwriters propose to make a public offering of their respective portions of the Notes as soon after this Agreement has become effective as in the Underwriters' judgment is advisable. The Company is further advised by the Representatives that the Notes are to be offered to the public initially at a price (the "**Public Offering Price**") equal to 99.686% of the principal amount of the Notes, plus accrued interest, if any, and may be offered to certain dealers selected by the Underwriters at a price that represents a concession not in excess of 0.40% of the principal amount of the Notes. Any such dealers may resell any Notes purchased from the Underwriters to certain other brokers or dealers at a discount not to exceed 0.25% of the principal amount of the Notes. After the initial public offering of the Notes to the public, the Underwriters may change the Public Offering Price and concessions.

4. *Payment and Delivery.* The Company will deliver against payment of the Purchase Price the Notes in the form of permanent global securities (the "**Global Securities**") deposited with the Trustee as custodian for The Depository Trust Company ("**DTC**") and registered in the name of Cede & Co., as nominee for DTC. Interests in any permanent Global Securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Time of Sale Prospectus. Payment for the Notes shall be made by the Underwriters in immediately available funds by wire transfer to an account specified by the Company drawn to the order of the Company at the office of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, at 9:00 A.M. (New York time) on August 8, 2013, or at such other time not later

than seven full business days as the Representatives and the Company determine, such time being referred to as the **'Closing Date,'** against delivery to the Trustee as custodian for DTC of the Global Securities representing all of the Notes. The Global Securities will be made available for checking at the above office of Davis Polk & Wardwell LLP at least 24 hours prior to the Closing Date.

5. *Conditions to the Underwriters' Obligations.* The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any public announcement have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company or the Guarantor or financial strength or claims-paying ability of the Company or the Guarantor by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) under the Exchange Act; and

(ii) there shall not have occurred any material adverse change in the financial condition or in the earnings, business or operations of the Guarantor and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date certificates, dated the Closing Date and signed by an executive officer of each of the Company and the Guarantor, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company and the Guarantor contained in this Agreement are true and correct as of the Closing Date and that each of the Company and the Guarantor has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

Each of the officers signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion and letter of Weil, Gotshal & Manges LLP, outside U.S. counsel for the Company and the Guarantor, dated the Closing Date, as set forth in Exhibits A-1 and A-2.

(d) The Underwriters shall have received on the Closing Date an opinion of Willkie Farr & Gallagher LLP, special U.S. regulatory counsel for the Company and the Guarantor, dated the Closing Date, as set forth in Exhibit B.

(e) The Underwriters shall have received on the Closing Date an opinion of Leon E. Roday, Esq., the Guarantor's General Counsel, dated the Closing Date, as set forth in Exhibit C.

(f) The Underwriters shall have received on the Closing Date an opinion of Davis Polk & Wardwell LLP, counsel for the Underwriters, dated the Closing Date, with respect to such matters as the Underwriters shall request.

The opinions of Weil, Gotshal & Manges LLP, Willkie Farr & Gallagher LLP and Leon E. Roday, Esq., described in Sections 5(c) - 5(e) above shall be rendered to the Underwriters at the request of the Company and/or the Guarantor and shall so state therein.

(g) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from KPMG LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(h) The Underwriters shall have received, on each of the date hereof and the Closing Date, a certificate of Kelly L. Groh, the Guarantor's Vice President and Controller, dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters.

6. *Covenants of the Company and the Guarantor.* The Company and the Guarantor jointly and severally covenant with each Underwriter as follows:

(a) To furnish to the Representatives, without charge, three signed copies of the Registration Statement (including exhibits thereto) and to furnish to the Representatives in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement or as promptly as practicable thereafter and during the period mentioned in Section 6(e) or 6(f) below, as many copies of the

Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus prior to the completion of the distribution of the Notes by the Underwriters, to furnish to the Representatives a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Representatives reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to the Representatives a copy of each proposed free writing prospectus prepared by or on behalf of, used by, or referred to by the Company or the Guarantor and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(d) Not to take any action that would result in an Underwriter, the Company or the Guarantor being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Notes at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with law.

(f) If, during such period after the first date of the public offering of the Notes as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at their own expense, to the Underwriters and to the dealers (whose names and addresses the Representatives will furnish to the Company) to which Notes may have been sold by the Representatives on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request.

(h) To make generally available to the Company's and the Guarantor's security holders and to the Representatives as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Guarantor occurring after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) During the period beginning on the date hereof and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or the Guarantor or warrants to purchase or otherwise acquire debt securities of the Company or the Guarantor substantially similar to the Notes (other than (i) the Notes, (ii) commercial paper issued in the ordinary course of business or (iii) securities or warrants permitted with the prior written consent of the Representatives with the authorization to release this lock-up).

(j) To prepare a final term sheet relating to the offering of the Notes, containing only information that describes the final terms of the Notes or the offering in a form consented to by the Representatives, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Notes.

(k) To pay any required Commission filing fees relating to the Notes within the time required by Rule 456(b)(1) under the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

7. *Expenses.* Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company and the Guarantor, jointly and severally, agree to pay or cause to be paid all expenses incident to the performance of their respective obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's and the Guarantor's counsel and the Guarantor's accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company or the Guarantor and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Notes to the Underwriters, (iii) the cost of printing or the reasonable fees of counsel in producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Securities under state securities laws and all expenses in connection with the qualification of the Securities for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Notes by the Financial Industry Regulatory Authority, Inc., (v) any fees charged by the rating agencies for the ratings of the Notes, (vi) the cost of printing certificates representing the Notes, (vii) the costs and charges of any indenture trustee, transfer agent, registrar or depositary, (viii) the costs and expenses of the Company and the Guarantor relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Notes, including, without limitation, expenses associated with the production of any

Electronic Road Show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company and the Guarantor, travel and lodging expenses of the representatives and officers of the Company and the Guarantor and any such consultants, and the cost of any aircraft chartered in connection with the road show with the prior approval of the Company and the Guarantor, and (ix) all other costs and expenses incident to the performance of the obligations of the Company and the Guarantor hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 9 entitled "Indemnity and Contribution," and the last paragraph of Section 11 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Notes by them and any advertising expenses connected with any offers they may make.

8. *Covenants of the Underwriters.* The Underwriters covenant with the Company and the Guarantor not to take any action that would result in the Company or the Guarantor being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of the Underwriters that otherwise would not be required to be filed by the Company or the Guarantor thereunder but for the action of the Underwriters (other than, for the avoidance of doubt, the final term sheet prepared by the Company and the Guarantor and filed with the Commission pursuant to Section 6(j)). The Underwriters acknowledge and agree that, except as may be set forth in Schedule II hereto, neither the Company nor the Guarantor has authorized or approved any "issuer information" (as defined in Rule 433(h)) for use in any free writing prospectus prepared by or on behalf of the Underwriters.

9. *Indemnity and Contribution.* (a) The Company and the Guarantor jointly and severally agree, jointly and severally, to indemnify and hold harmless each Underwriter, its directors and officers and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, the preliminary prospectus, the Time of Sale Prospectus, any free writing prospectus that the Company or the Guarantor has filed, or is required to file, pursuant to Rule 433(d) of the Securities Act, any Electronic Road Show or the Prospectus (if used within the period set forth in paragraph (f) of Section 6 hereof and as amended or supplemented if the Company or the Guarantor shall have

furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company or the Guarantor in writing by such Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter agrees, severally but not jointly, to indemnify and hold harmless the Company, the Guarantor and their respective directors and officers who sign the Registration Statement and each person, if any, who controls the Company or the Guarantor within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, the preliminary prospectus, the Time of Sale Prospectus, any other free writing prospectus that the Company or the Guarantor has filed or is required to file pursuant to Rule 433(d) of the Securities Act or the Prospectus (as amended or supplemented if the Company or the Guarantor shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Underwriter furnished to the Company or the Guarantor in writing by the Representatives on behalf of such Underwriter expressly for use in the Registration Statement, the preliminary prospectus, the Time of Sale Prospectus, any other free writing prospectus that the Company or the Guarantor has filed or is required to file pursuant to Rule 433(d) of the Securities Act or the Prospectus or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 9(a) or 9(b), such person (the “**indemnified party**”) shall promptly notify the person against whom such indemnity may be sought (the “**indemnifying party**”) in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party

shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (i) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Underwriters and all persons, if any, who control any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of any Underwriter within the meaning of Rule 405 under the Securities Act and (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, the Guarantor, and their respective directors and officers who sign the Registration Statement and each person, if any, who controls the Company or the Guarantor within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons and affiliates of any Underwriters, such firm shall be designated in writing by the Representatives. In the case of any such separate firm for the Company, the Guarantor and such directors, officers and control persons, such firm shall be designated in writing by the Company and the Guarantor. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) To the extent the indemnification provided for in Section 9(a) or 9(b) is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to under such paragraph, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) if the indemnifying party is the Company or the Guarantor, in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Notes, (ii) if the indemnifying person is an Underwriter,

in such proportion as is appropriate to reflect the relative fault of such Underwriter on the one hand and the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities or (iii) if the allocation provided by clause 9(d)(i) or 9(d)(ii) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 9(d)(i) above or the relative fault referred to in clause 9(d)(ii) but also the relative fault (in cases covered by clause 9(d)(i)) or such relative benefits (in cases covered by clause 9(d)(ii)) of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other hand in connection with the offering of the Notes shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Notes (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Notes. The relative fault of the Company and the Guarantor on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Guarantor or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the respective aggregate principal amount of Notes they have purchased hereunder, and not joint.

(e) The Company, the Guarantor and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 9(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Notes underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue

statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 9 and the representations, warranties and other statements of the Company and the Guarantor contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter, by or on behalf of the Company or the Guarantor, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Notes.

10. *Termination.* The Underwriters may terminate this Agreement by notice given by the Representatives to the Company and the Guarantor, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading in securities generally on the New York Stock Exchange shall have been suspended or materially limited, (ii) a general moratorium on commercial banking activities in the State of New York or the United States shall have been declared by federal or New York State authorities, or (iii) there shall have occurred any material outbreak, or material escalation, of hostilities or other national or international calamity or crisis, of such magnitude and severity in its effect on the financial markets of the United States, in the reasonable judgment of the Representatives, as to prevent or materially impair the marketing, or enforcement of contracts for sale, of the Notes.

11. *Effectiveness; Defaulting Underwriters.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Notes that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Notes which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Notes to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Notes set forth opposite their respective names in Schedule I bears to the aggregate principal amount of Notes set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Underwriters may specify, to purchase the Notes which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such

date; *provided* that in no event shall the principal amount of Notes that any Underwriter has agreed to purchase on such date pursuant to this Agreement be increased pursuant to this Section 11 by an amount in excess of one-ninth of such principal amount of Notes without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Notes and the aggregate principal amount of Notes with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Notes to be purchased, and arrangements satisfactory to the Underwriters and the Company for the purchase of such Notes are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Company or the Guarantor. In any such case either the Underwriters or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any one of them, because of any failure or refusal on the part of the Company or the Guarantor to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company or the Guarantor shall be unable to perform its obligations under this Agreement, the Company and the Guarantor will, jointly and severally, reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *USA Patriot Act.* In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantor, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

13. *Counterparts.* This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Nature of Underwriters' Obligations.* The Company and the Guarantor acknowledge that in connection with the offering of the Notes: (a) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Company, the Guarantor or any other person, (b) the Underwriters owe the Company and the Guarantor only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (c) the Underwriters may have interests that differ from those of the Company and the Guarantor. The Company and the Guarantor waive to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Notes.

17. *Entire Agreement.* This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Guarantor, on the one hand, and the Underwriters, on the other, with respect to the preparation of the preliminary prospectus, the Time of Sale Prospectus, the Prospectus, and the conduct of the offering, and the purchase and sale of the Securities.

18. *Information.* The Company and the Guarantor hereby acknowledge that, for purposes of Sections 1(b) and 9(b) of this Agreement, the only information furnished to the Company and the Guarantor by any Underwriter through the Representatives expressly for use in the Registration Statement, the preliminary prospectus, the Time of Sale Prospectus, any other free writing prospectus that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act or the Prospectus (or any amendment or supplement thereto) are (i) the text set forth on the cover page of the Preliminary Prospectus Supplement and the Prospectus concerning the delivery of the Notes; (ii) the names set forth in the table of Underwriters under the caption "Underwriting" in the Prospectus; (iii) the fourth paragraph of text under the caption "Underwriting" in the Prospectus concerning the terms of the offering; and (iv) the eighth paragraph of text under the caption "Underwriting" in the Preliminary Prospectus Supplement and the Prospectus concerning purchase and sale of Notes in the open market and other stabilizing transactions by the Underwriters.

Very truly yours,

GENWORTH HOLDINGS, INC.

By: /s/ Martin P. Klein

Name: Martin P. Klein

Title: Executive Vice President and Chief Financial Officer

GENWORTH FINANCIAL, INC.

By: /s/ Martin P. Klein

Name: Martin P. Klein

Title: Executive Vice President and Chief Financial Officer

[Signature page to the Underwriting Agreement]

Accepted as of the date hereof

BARCLAYS CAPITAL INC.

GOLDMAN, SACHS & CO.

J.P. MORGAN SECURITIES LLC

Acting on behalf of themselves and the several Underwriters named in Schedule I hereto.

By: BARCLAYS CAPITAL INC.

By: /s/ Travis H. Barnes
Travis H. Barnes

By: GOLDMAN, SACHS & CO.

By: /s/ Goldman, Sachs & Co.

By: J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi
Robert Bottamedi
Vice President

[Signature page to the Underwriting Agreement]

SCHEDULE I

Underwriter	Principal Amount of Notes To Be Purchased
Barclays Capital Inc.	\$ 133,334,000
Goldman, Sachs & Co.	\$ 133,333,000
J.P. Morgan Securities LLC	\$ 133,333,000
Total:	\$ 400,000,000

Free Writing Prospectuses

1. Pricing Term Sheet (attached hereto as an Exhibit)

II-1



Genworth Holdings, Inc.

\$400,000,000

4.900% Senior Notes due 2023

Fully and Unconditionally Guaranteed by Genworth Financial, Inc.

Issuer:	Genworth Holdings, Inc.
Guarantor:	Genworth Financial, Inc.
Ratings/Outlook*:	
Securities:	4.900% Senior Notes due 2023
Format:	SEC Registered
Trade Date:	August 5, 2013
Settlement Date:	August 8, 2013 (T+3)
Maturity Date:	August 15, 2023
Principal Amount:	\$400,000,000
Price to Public:	99.686%
Net Proceeds to Issuer (Before Expenses):	\$396,144,000
Spread to Treasury Benchmark:	230 basis points
Treasury Benchmark:	1.750% due May 15, 2023
Treasury Yield:	2.640%
Yield to Maturity:	4.940%
Coupon:	4.900%
Interest Payment Dates:	Semi-annually on February 15 and August 15 of each year, commencing on February 15, 2014
Optional Redemption:	Make-whole redemption at the discount rate of U.S. Treasuries + 35 basis points
CUSIP; ISIN:	372491 AA8; US372491AA80
Book-Running Managers:	Barclays Capital Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC

* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time. Each credit rating should be evaluated independently of any other credit rating.

The Issuer and the Guarantor have filed a registration statement, including a prospectus, with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the Issuer and the Guarantor have filed with the SEC for more complete information about the Issuer and the Guarantor and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Book-Running Managers will arrange to send you the prospectus if you request it by contacting Barclays Capital Inc. at 888-603-5847, Goldman, Sachs & Co. at 866-471-2526 or J.P. Morgan Securities LLC at 212-834-4533.

LIST OF DESIGNATED SUBSIDIARIES

<u>Designated Subsidiaries</u>	<u>Jurisdiction of Incorporation</u>
Brookfield Life and Annuity Insurance Company Limited	(Bermuda)
Brookfield Life Assurance Company Limited	(Bermuda)
Genworth Canada Holdings I Limited	(Canada)
Genworth Financial European Group Holdings Limited	(United Kingdom)
Genworth Financial International Holdings, Inc.	(Delaware)
Genworth Financial Mortgage Insurance Company Canada	(Canada)
Genworth Financial Mortgage Insurance Finance Pty Ltd.	(Australia)
Genworth Financial Mortgage Insurance Holdings Pty Ltd.	(Australia)
Genworth Financial Mortgage Insurance Pty Limited	(Australia)
Genworth Financial New Holdings Pty Ltd.	(Australia)
Genworth Financial UK Holdings Limited	(United Kingdom)
Genworth Life and Annuity Insurance Company	(Virginia)
Genworth Life Insurance Company	(Delaware)
Genworth MI Canada Inc.	(Canada)
Genworth Mortgage Insurance Corporation	(North Carolina)
Genworth Life Insurance Company of New York	(New York)
Rivermont Life Insurance Company I	(South Carolina)
River Lake Insurance Company IX	(Vermont)
Genworth Financial Services Pty Limited	(Australia)

FORM OF U.S. COMPANY/GUARANTOR COUNSEL OPINION

1. Each of the Company and Parent has been duly incorporated, is a corporation validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as described in the Time of Sale Prospectus.

2. Each of Genworth Financial International Holdings, Inc. and Genworth Life Insurance Company is a corporation validly existing and in good standing under the laws of the State of Delaware and Genworth Life Insurance Company of New York is a corporation validly existing and in good standing under the laws of the State of New York (each of the foregoing companies, a "***Subsidiary***") and each Subsidiary has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

3. All the outstanding shares of capital stock of each Subsidiary are owned of record by Parent or one of its subsidiaries. To our knowledge, such shares are also owned beneficially by Parent and are free and clear of all adverse claims, limitations on voting rights, options and other encumbrances.

4. Each of the Company and Parent has all requisite corporate power and authority to execute and deliver the Underwriting Agreement and to perform its obligations thereunder. The execution, delivery and performance of the Underwriting Agreement by the Company and Parent have been duly authorized by all necessary corporate action on the part of the Company and Parent, as applicable.

5. The Company has all requisite corporate power and authority to execute and deliver the Indenture and to perform its obligations thereunder. Parent has all requisite corporate power and authority to execute and deliver the Tenth Supplemental Indenture and to perform its obligations thereunder. The execution, delivery and performance of the Indenture by the Company and the Tenth Supplemental Indenture by Parent have been duly authorized by all necessary corporate action on the part of the Company and Parent, as applicable. The Indenture has been duly and validly executed and delivered by the Company and the Tenth Supplemental Indenture has been duly and validly executed and delivered by Parent. Assuming the due authorization, execution and delivery of the Indenture by the Trustee, the Indenture constitutes the legal, valid and binding obligation of each of the Company and Parent, enforceable against each of them in accordance with its terms, subject to applicable bankruptcy, insolvency,

fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto. The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

6. The Company has all requisite corporate power and authority to execute and deliver the Notes and to perform its obligations thereunder. The execution, delivery and performance of the Notes by the Company have been duly authorized by all necessary corporate action on the part of the Company. The Notes have been duly and validly executed by the Company and when delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement and (assuming the due authentication thereof by the Trustee) will constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and will be entitled to the benefits of the Indenture, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) and except that rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto.

7. Parent has all requisite corporate power and authority to execute and deliver the Tenth Supplemental Indenture (including the Guarantee) and to perform its obligations thereunder. The execution and delivery of the Tenth Supplemental Indenture and performance of the Tenth Supplemental Indenture (including the Guarantee) by Parent have been duly authorized by all necessary corporate action on the part of Parent. The Tenth Supplemental Indenture (including the Guarantee) has been duly and validly executed by Parent and when the Notes have been delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement (assuming the due authorization, execution and delivery by the Trustee of the Tenth Supplemental Indenture), the Guarantee will constitute the legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is

sought in a proceeding at law or in equity) and except that rights to indemnification and contribution thereunder may be limited by federal or state securities laws or public policy relating thereto.

8. The execution and delivery by the Company and Parent of, and the performance by each of them of their respective obligations under, the Underwriting Agreement, the Tenth Supplemental Indenture and the Securities will not conflict with, constitute a default under or violate (i) any of the terms, conditions or provisions of the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company or Parent, (ii) any of the terms, conditions or provisions of any document, agreement or other instrument filed as an exhibit to the Registration Statement, (iii) the laws of the State of New York, the corporate laws of the State of Delaware or any federal law or regulation (other than federal and state securities or Blue Sky laws or insurance statutes or regulations, as to which we express no opinion in this paragraph), or (iv) any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on the Parent or any of its subsidiaries of which we are aware.

9. No consent, approval, waiver, license or authorization or other action by or filing with any federal, New York or Delaware corporate governmental authority is required in connection with the execution and delivery by the Company and Parent of the Underwriting Agreement, the Tenth Supplemental Indenture and the Securities to which they are a party and the consummation by each of the Company and Parent of the transactions contemplated thereby or the performance by each of the Company and Parent of their respective obligations thereunder, except for those in connection with federal and state securities or blue sky laws or insurance statutes or regulations, as to which we express no opinion in this paragraph, and those already obtained or made.

10. The statements set forth in (A) the Time of Sale Prospectus and the Prospectus under the caption "Description of the Notes" and (B) the Registration Statement in response to the requirements of Item 15 of Form S-3, in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly summarize the matters referred to therein in all material respects.

11. The statements in the Time of Sale Prospectus and the Prospectus under the captions "United States Federal Income Tax Consequences" and "Benefit Plan Investor Considerations," in each case insofar as they constitute statements of United States federal income tax law or legal conclusions with respect thereto, and subject to the limitations set forth therein, fairly summarize the matters referred to therein in all material respects.

12. To our knowledge, there are no legal or governmental proceedings pending or overtly threatened to which Parent or any of its subsidiaries is a party or to which any of the properties of Parent or any of its subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not so described or any contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed or incorporated by reference as exhibits to the Registration Statement that are not described, filed or incorporated as required.

13. The Registration Statement has become effective under the Securities Act of 1933, as amended (the "*Securities Act*"), and we are not aware of any stop order suspending the effectiveness of the Registration Statement. To our knowledge, no proceedings therefor have been initiated or overtly threatened by the Commission and any required filing of the Prospectus and any supplement thereto pursuant to Rule 424(b) under the Securities Act has been made in the manner and within the time period required by such rule.

FORM OF U.S. COMPANY/GUARANTOR COUNSEL LETTER

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial or quantitative information, and many determinations involved in the preparation of the Offering Documents are of a non-legal character. In addition, we have not undertaken any obligation to verify independently any of the factual matters set forth in the Offering Documents or in the documents incorporated by reference therein (the "*Incorporated Documents*"). Consequently, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Offering Documents (other than as stated in paragraphs 10 and 11 of our opinion of even date herewith). Also, we do not make any statement herein with respect to any of the financial statements and related notes thereto, the financial statement schedules or the financial or accounting data contained or incorporated by reference in the Offering Documents or Exhibits 25.1 and 25.2 to the Registration Statement.

We have reviewed the Offering Documents (including the Incorporated Documents) and we have participated in conferences with representatives of the Company and Parent, their independent public accountants, their special insurance regulatory counsel, you and your counsel, at which conferences the contents of the Offering Documents (including the Incorporated Documents) and related matters were discussed.

Subject to the foregoing, we confirm to you that, on the basis of the information we gained in the course of performing the services referred to above, (a) the Registration Statement (including the Incorporated Documents), as of its most recent effective date (which for purposes of this letter is understood to be the date of the Underwriting Agreement), and the Prospectus (including the Incorporated Documents), as of the date of the Prospectus Supplement, appeared on their face to be appropriately responsive, in all material respects relevant to the offering of the Securities, to the applicable requirements of the Securities Act of 1933, as amended, and the rules and regulations thereunder, and (b) no facts have come to our attention which cause us to believe that (i) the Registration Statement (including the Incorporated Documents), as of its most recent effective date (which for purposes of this letter is understood to be the date of the Underwriting Agreement), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Time of Sale Prospectus (including the Incorporated Documents), as of 4:00 PM on August 5, 2013, contained any untrue

statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) the Prospectus (including the Incorporated Documents), as of the date of the Prospectus Supplement or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

FORM OF U.S. COMPANY REGULATORY COUNSEL OPINION

1. Each Insurance Subsidiary has the necessary permits, licenses and authorizations under the insurance laws and regulations of the jurisdiction set forth opposite such Insurance Subsidiary's name on Schedule I hereto to conduct the lines of insurance business set forth opposite such Insurance Subsidiary's name on Schedule I hereto, except where the failure to have such permits, licenses or authorizations would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the Guarantor and its subsidiaries, taken as a whole;

2. Neither the Company nor the Guarantor is, and after giving effect to the offering and sale of the Notes and the application of the net proceeds from such sale as described in the Prospectus under the caption "Use of Proceeds" will be, required to register as an "investment company," as such term is defined in the Investment Company Act of 1940; and

3. The statements set forth in the Form 10-K under the captions "Item 1. Business-Regulation," "Item 1A. Risk Factors. Our U.S. mortgage insurance subsidiaries are subject to minimum statutory capital requirements and hazardous financial condition standards which, if not met or waived to the extent necessary, would result in restrictions or prohibitions on our doing business and could have an adverse impact on our results of operations. Our primary U.S. mortgage insurance subsidiary continues to exceed its maximum risk-to-capital requirement, and while we have obtained waivers or their equivalent for that insurer to continue to write new business in most states and are using other insurance company subsidiaries to write new business in other states, there can be no assurance that these waivers will continue in effect or that our other insurers will be able to continue to satisfy their own minimum statutory capital requirements over time," "Item 1A. Risk Factors. Changes in regulations that affect the U.S. mortgage insurance business could affect our operations significantly and could reduce the demand for mortgage insurance," "Item 1A. Risk Factors. Fannie Mae, Freddie Mac and a small number of large mortgage lenders exert significant influence over the U.S. mortgage insurance market," and "Item 1A. Risk Factors. The enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act will subject us to additional federal regulation, and we cannot predict the effect of such regulation on our business, results of operations, cash flows or financial condition," insofar as such statements purport to summarize provisions of documents referred to therein, the Federal laws of the United States of America, the laws of the State of New York or the insurance laws and regulations of the Applicable Jurisdictions, fairly summarize such provisions or such laws and regulations in all material respects.

	<u>Insurance Subsidiaries</u>	<u>Jurisdiction of Domicile</u>	<u>Lines of Insurance Business</u>
1.	Genworth Financial Assurance Corporation	North Carolina	Credit Insurance; subject to the following limitations: Restricted, no new business
2.	Genworth Home Equity Insurance Corporation	North Carolina	Credit Insurance; subject to the following limitations: Restricted, no new business
3.	Genworth Life and Annuity Insurance Company	Virginia	Life, Credit Life, Annuities, Accident and Sickness, Industrial Life, Variable Life, Variable Annuities, Credit Accident and Sickness
4.	Genworth Life Insurance Company	Delaware	Life, including annuities, Variable Annuities and Health
5.	Genworth Life Insurance Company of New York	New York	Life, Annuities and Accident and Health Insurance
6.	Genworth Mortgage Insurance Corporation	North Carolina	Mortgage Guaranty
7.	Genworth Mortgage Insurance Corporation of North Carolina	North Carolina	Mortgage Guaranty
8.	Genworth Mortgage Reinsurance Corporation	North Carolina	Mortgage Guaranty
9.	Genworth Residential Mortgage Assurance Corporation	North Carolina	Mortgage Guaranty

	<u>Insurance Subsidiaries</u>	<u>Jurisdiction of Domicile</u>	<u>Lines of Insurance Business</u>
10.	Genworth Residential Mortgage Insurance Corporation of North Carolina	North Carolina	Mortgage Guaranty
11.	Jamestown Life Insurance Company	Virginia	Life, Credit Life, Annuities, Accident and Sickness, Industrial Life, Variable Life, Variable Annuities, Credit Accident and Sickness
12.	River Lake Insurance Company	South Carolina	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
13.	River Lake Insurance Company II	South Carolina	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
14.	River Lake Insurance Company VI	Delaware	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
15.	River Lake Insurance Company VII	Vermont	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
16.	River Lake Insurance Company VIII	Vermont	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
17.	River Lake IX	Vermont	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
18.	River Lake X	Vermont	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company
19.	Rivermont Life Insurance Company I	South Carolina	Reinsurance of specified risks from Genworth Life and Annuity Insurance Company

FORM OF COMPANY/GUARANTOR GENERAL COUNSEL OPINION

1. Each of the Company and Parent is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, have a material adverse effect on Parent and its subsidiaries, taken as a whole.
2. Each subsidiary listed in Schedule 1 hereto (each a **“Designated Subsidiary,”** collectively the **“Designated Subsidiaries”**) of Parent has been duly incorporated or formed, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, has the full power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, have a material adverse effect on Parent and its subsidiaries, taken as a whole.
3. All of the issued shares of capital stock of Parent and each Designated Subsidiary of Parent have been duly and validly authorized and issued, are fully paid and non-assessable and all of the shares of capital stock of each Designated Subsidiary owned, directly or indirectly, by Parent are owned free and clear of all liens, encumbrances, equities or claims.
4. The execution and delivery by the Company and Parent of, and the performance by each of them of their respective obligations under, the Underwriting Agreement, the Indenture and the Securities will not contravene any provision of applicable law or the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company or Parent or, any of the terms, conditions or provisions of any document, agreement or other instrument filed as an exhibit to the Registration Statement, or, to the best of my knowledge, any judgment, order or decree of any governmental body, agency or court having jurisdiction over Parent or any of its subsidiaries, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company and Parent of their respective obligations under the Underwriting Agreement, the Indenture and the Securities, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

5. Each Designated Subsidiary that is engaged in the business of insurance or reinsurance (each an **“Insurance Subsidiary,”** collectively the **“Insurance Subsidiaries”**) is duly licensed to conduct an insurance or reinsurance business, as the case may be, under the insurance statutes of each jurisdiction in which the conduct of its business requires such licensing, except for such jurisdictions in which the failure of the Insurance Subsidiaries to be so licensed would not have a material adverse effect on Parent and its subsidiaries, taken as a whole.

6. The statements set forth in the Company’s Annual Report on Form 10-K for the year ended December 31, 2012 under the caption “Item 3. Legal Proceedings,” as supplemented by the statements set forth in the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 under the caption “Part II—Item 1. Legal Proceedings” and Parent’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 under the caption “Part II. Item 1. Legal Proceedings,” insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, as of the date such report was filed with the Securities and Exchange Commission and as of the date hereof, fairly presented or present the information called for with respect to such legal matters, documents and proceedings and fairly summarized or summarize the matters referred to therein in all material respects.

**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. 10

Dated as of August 8, 2013

THIS SUPPLEMENTAL INDENTURE No. 10 (this "**Supplemental Indenture No. 10**"), dated as of August 8, 2013, is among GENWORTH HOLDINGS, INC., a Delaware corporation (the "**Company**"), GENWORTH FINANCIAL, INC., a Delaware corporation (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**").

RECITALS

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**"), Supplemental Indenture No. 8 dated as of March 25, 2011 (the "**Eighth Supplemental Indenture**"), each between the Company and the Trustee, and Supplemental Indenture No. 9 dated as of April 1, 2013 (the "**Ninth Supplemental Indenture**"), between the Company, the Guarantor 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, the Ninth Supplemental Indenture and this Supplemental Indenture No. 10, the "**Indenture**"), providing for the issuance from time to time of series of the Company's Securities;

WHEREAS, Section 10.01(d) of the Base Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the forms or terms of Securities of any series as permitted by Section 2.01 or Section 2.02 of the Base Indenture;

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

WHEREAS, pursuant to Section 2.02 of the Base Indenture, the Company wishes to provide for the issuance of a new series of Securities to be known as its 4.900% Senior Notes due 2023 (the “Notes”), the form and terms of such Notes and the terms, provisions and conditions thereof to be set forth as provided in this Supplemental Indenture No. 10; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture No. 10 and all requirements necessary to make this Supplemental Indenture No. 10 a valid, binding and enforceable instrument in accordance with its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid, binding and enforceable obligations of the Company, have been done and performed, and the execution and delivery of this Supplemental Indenture No. 10 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. 10 constitutes an integral part of the Base Indenture.

Section 1.02. Definition of Terms. For all purposes of this Supplemental Indenture No. 10:

- (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. 10 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):

“**Business Day**” shall mean, unless otherwise specified, any calendar day that is not a Saturday, Sunday or legal holiday in New York, New York and on which commercial banks are open for business in New York, New York.

“**Comparable Treasury Issue**” shall mean the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term (“**Remaining Life**”) of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

“**Comparable Treasury Price**” shall mean, with respect to any Redemption Date, (A) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Independent Investment Banker obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations or, if only one such Quotation is obtained, such Quotation.

“**Global Note**” shall have the meaning set forth in Section 2.04.

“**Independent Investment Banker**” shall mean an independent investment banking institution of national standing appointed by the Company, which may be one of the Reference Treasury Dealers.

“**Interest Payment Date**” shall have the meaning set forth in Section 2.05(b).

“**Maturity Date**” shall have the meaning set forth in Section 2.02.

“**Record Date**” shall mean, with respect to any Interest Payment Date for the Notes, the first day, whether or not a Business Day, of the calendar month in which such Interest Payment Date falls.

“**Redemption Date**” shall mean, with respect to any redemption of Notes, the date fixed for such redemption pursuant to the Indenture and such Notes.

“**Reference Treasury Dealer**” shall mean (i) each of Barclays Capital Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC, and their respective successors, *provided, however*, that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (a **Primary Treasury Dealer**”), the Company will substitute therefor another Primary Treasury Dealer and (ii) any other Primary Treasury Dealer selected by the Company.

“**Reference Treasury Dealer Quotations**” shall mean, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealer at 5:00 p.m. on the third Business Day preceding such Redemption Date.

“**Treasury Rate**” shall mean, with respect to any Redemption Date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15 (519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month), (ii) if the period from the Redemption Date to the Maturity Date of the Notes to be redeemed is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used, or (iii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated by the Company on the third Business Day preceding such Redemption Date. The Trustee shall not be responsible for any such calculation or for the calculation of the related Optional Redemption Price (as defined in Section 3.01).

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. 10 and the paragraph preceding such recitals.

ARTICLE 2
GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.01. *Designation and Principal Amount.* The Notes may be issued from time to time upon written order of the Company for the authentication

and delivery of Notes pursuant to Section 2.03 of the Base Indenture. There is hereby authorized a series of Securities designated as the 4.900% Senior Notes due 2023 limited in aggregate principal amount to U.S. \$400,000,000 (except for Notes authenticated and delivered in accordance with the last paragraph of Section 2.02 of the Base Indenture or upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.06, 2.07, 2.08, 3.03 or 10.04 of the Base Indenture).

Section 2.02. Maturity. The date upon which the Notes shall become due and payable at final maturity, together with any accrued and unpaid interest, is August 15, 2023 (the “**Maturity Date**”).

Section 2.03. Form, Payment and Appointment. Except as provided in Section 2.04, the Notes shall be issued in fully registered, certificated form. Principal of and interest on the Notes will be payable, the transfer of such Notes will be registrable, and such Notes will be exchangeable for Notes of a like aggregate principal amount, at the office or agency of the Company maintained for such purpose in the Borough of Manhattan, The City of New York, which shall initially be the Principal Office of the Trustee in the Borough of Manhattan, the City of New York; *provided, however*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security register or by wire transfer to an account appropriately designated by the Person entitled to payment; *provided*, that the paying agent shall have received written notice of such account designation at least five Business Days prior to the date of such payment (subject to surrender of the relevant Note in the case of a payment of interest on a Redemption Date or the Maturity Date).

No service charge shall be made for any registration of transfer or exchange of the Notes, but the Company may require payment from the holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Security registrar and paying agent for the Notes shall initially be the Trustee.

The Notes shall be issuable in denominations of U.S. \$2,000 and integral multiples of U.S. \$1,000 in excess of \$2,000.

The Specified Currency of the Notes shall be U.S. Dollars.

Section 2.04. Global Note. The Notes shall be issued initially in the form of a permanent Global Security in registered form (a “**Global Note**”), deposited with The Depository Trust Company or such other Depository as any officer of

the Company may from time to time designate. Unless and until such Global Note is exchanged for Notes in certificated form, such Global Note may be transferred, in whole but not in part, and any payments on the Notes shall be made, only to the Depository or a nominee of the Depository, or to a successor Depository selected or approved by the Company or to a nominee of such successor Depository.

Section 2.05. Interest. (a) Interest payable on any Interest Payment Date, the Maturity Date or, if applicable, the Redemption Date, with respect to the Notes shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the original issue date of August 8, 2013, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, Maturity Date or, if applicable, Redemption Date, as the case may be (each, an “**Interest Period**”).

(b) The Notes will bear interest at the rate of 4.900% per year from the original issue date thereof to the Maturity Date. Interest on the Notes shall be payable semi-annually in arrears on February 15 and August 15 of each year (each, an “**Interest Payment Date**”), commencing February 15, 2014, to the Persons in whose names the relevant Notes are registered at the close of business on the Record Date for such Interest Payment Date, except as provided in Section 2.05(d).

(c) The amount of interest payable for any full semi-annual Interest Period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of interest payable for any period shorter than a full semi-annual Interest Period for which interest is computed will be computed on the basis of a 30-day month and, for any period less than a month, on the basis of the actual number of days elapsed per 30-day month. In the event that any scheduled Interest Payment Date for the Notes falls on a day that is not a Business Day, then payment of interest payable on such Interest Payment Date will be postponed to the next succeeding day which is a Business Day (and no interest on such payment will accrue for the period from and after such scheduled Interest Payment Date).

(d) In the event that the Maturity Date or a Redemption Date for any Note falls on a day that is not a Business Day, then the related payments of principal, premium, if any, and interest may be made on the next succeeding day that is a Business Day (and no additional interest will accumulate on the amount payable for the period from and after the Maturity Date or a Redemption Date, as the case may be). Interest due on the Maturity Date or a Redemption Date (in each case, whether or not an Interest Payment Date) of any Notes will be paid to the Person to whom principal of such Notes is payable.

Section 2.06. No Sinking Fund. The Notes are not entitled to the benefit of any sinking fund.

ARTICLE 3
REDEMPTION OF THE NOTES

Section 3.01. Optional Redemption by Company. Except as otherwise may be specified in this Supplemental Indenture No. 10, the Company shall have the right to redeem the Notes, in whole or in part, at any time or from time to time, at a redemption price (the “**Optional Redemption Price**”) equal to the greater of:

(i) 100% of the principal amount plus accrued and unpaid interest to, but excluding, the Redemption Date; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points, plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the Redemption Date.

The Company will mail notice of such redemption to the registered holders of the Notes to be redeemed not less than 30 nor more than 60 days prior to the Redemption Date. If Notes are only partially redeemed pursuant to this Section 3.01, the Notes to be redeemed will be selected by the Trustee in such manner as in its sole discretion it shall deem appropriate and fair; *provided*, that if at the time of redemption the Notes to be redeemed are registered as a Global Note, the Depository shall determine, in accordance with its procedures, the principal amount of the Notes to be redeemed held by each of its participants that holds a position in such Notes. The Optional Redemption Price shall be paid prior to 12:00 noon, New York time, on the Redemption Date or at such later time as is then permitted by the rules of the Depository for the Notes (if then registered as a Global Note); *provided*, that the Company shall deposit with the Trustee an amount sufficient to pay the Optional Redemption Price by 10:00 a.m., New York time, on the date such Optional Redemption Price is to be paid. The Trustee shall not be responsible for calculating the Optional Redemption Price.

Section 3.02. No Other Redemption. Except as set forth in Section 3.01, the Notes shall not be redeemable by the Company prior to the Maturity Date. The provisions of this Article 3 shall supersede any conflicting provisions contained in Article 3 of the Base Indenture.

ARTICLE 4
FORM OF NOTES

Section 4.01. Form of Notes.

The Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms attached as Exhibit A hereto, with such changes therein as the officers of the Company executing the Notes (by manual or facsimile signature) may approve, such approval to be conclusively evidenced by their execution thereof.

ARTICLE 5
ORIGINAL ISSUE OF NOTES

Section 5.01. *Original Issue of Notes.* Notes having an aggregate principal amount of U.S. \$400,000,000 (subject to the last paragraph of Section 2.02 of the Base Indenture) may from time to time, upon execution of this Supplemental Indenture No. 10, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company pursuant to Section 2.03 of the Base Indenture without any further action by the Company (other than as required by the Base Indenture).

ARTICLE 6
GUARANTEE

Section 6.01. *Security Guarantee.* Subject to the provisions of this Article 6, 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 the 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 6.02. *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 the 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 the Notes, by operation of law or otherwise;

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

(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 the Notes;

(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 the Notes, 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 6.03. Discharge; Reinstatement. The Guarantor's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on the Notes and all other amounts payable by the Company under the Indenture have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on the Notes 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 6.04. Subrogation and Contribution. Upon making any payment with respect to any obligation of the Company under this Article 6, 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 the Notes remains unpaid.

Section 6.05. 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 6.06. Execution and Delivery of a Guarantee. The execution by the Guarantor of this Supplemental Indenture No. 10 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. 10 on behalf of the Guarantor.

Section 6.07. 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 6 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 6 at law, in equity, by statute or otherwise.

Section 6.08. Provisions Binding on the Guarantor's Successors. All the covenants, stipulations, promises and agreements of the Guarantor contained in this Article 6 shall bind its successors and assigns whether so expressed or not.

ARTICLE 7
SUPPLEMENTAL INDENTURES

Section 7.01. *Supplemental Indentures with Consent of holders of Notes.* As set forth in Section 10.02 of the Base Indenture, with the consent of the holders of a majority in the aggregate principal amount of Securities of each series affected by such supplemental indenture at the time outstanding, the Company and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental to the Base Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Base Indenture or this Supplemental Indenture No. 10 or of modifying in any manner the rights of the holders of the Securities.

ARTICLE 8
MISCELLANEOUS

Section 8.01. *Ratification of Indenture.* The Base Indenture, as supplemented by this Supplemental Indenture No. 10, is in all respects ratified and confirmed, and this Supplemental Indenture No. 10 shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 8.02. *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. 10.

Section 8.03. *New York Law To Govern.* THIS SUPPLEMENTAL INDENTURE NO. 10 AND EACH NOTE 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 8.04. *Separability.* In case any one or more of the provisions contained in this Supplemental Indenture No. 10 or in the Notes 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. 10 or of the Notes, but this Supplemental Indenture No. 10 and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 8.05. Counterparts. This Supplemental Indenture No. 10 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 8.06. 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. 10 and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 10 to be duly executed, as of the day and year first written above.

GENWORTH HOLDINGS, INC., as Issuer

By: /s/ Martin P. Klein
Name: Martin P. Klein
Title: Executive Vice President and Chief Financial Officer

GENWORTH FINANCIAL, INC., as Guarantor

By: /s/ Martin P. Klein
Name: Martin P. Klein
Title: Executive Vice President and Chief Financial Officer

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

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

[Signature page to Supplemental Indenture No. 10]

[IF THIS NOTE IS TO BE A GLOBAL SECURITY, INSERT:]

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE OF THE DEPOSITORY TRUST COMPANY. THIS NOTE IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY TO A NOMINEE OF THE DEPOSITORY TRUST COMPANY OR BY A NOMINEE OF THE DEPOSITORY TRUST COMPANY TO THE DEPOSITORY TRUST COMPANY OR ANOTHER NOMINEE OF THE DEPOSITORY TRUST COMPANY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

GENWORTH HOLDINGS, INC.

4.900% Note due 2023

ISIN: US372491AA8 0

CUSIP: 372491 AA8

No.

\$ []

GENWORTH HOLDINGS, INC., a corporation organized and existing under the laws of Delaware (hereinafter called the "**Company**"), which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered

assigns, [the principal sum of \$]¹ on August 15, 2023 (such date is hereinafter referred to as the “**Maturity Date**”), and to pay interest thereon from August 8, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on February 15 and August 15 of each year (each, an “**Interest Payment Date**”), commencing February 15, 2014 at the rate of 4.900% per annum, on the basis of a 360-day year consisting of twelve 30-day months, until the principal hereof is paid or duly provided for or made available for payment. The amount of interest payable for any period shorter than a full semi-annual Interest Period for which interest is computed will be computed on the basis of a 30-day month and, for any period less than a month, on the basis of the actual number of days elapsed per 30-day month. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the person in whose name the relevant Notes, or any predecessor Notes, are registered at the close of business on the Record Date for such Interest Payment Date; *provided* that the interest due on the Maturity Date or a Redemption Date (in each case, whether or not an Interest Payment Date) of a Note of this series will be paid to the Person to whom principal of such Note is payable.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in The City of New York, which shall initially be the Principal Office of the Trustee located therein, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security register or by wire transfer to an account appropriately designated by the Person entitled to payment *provided*, that the paying agent shall have received written notice of such account designation at least five Business Days prior to the date of such payment (subject to surrender of the relevant Note in the case of a payment of interest on a Redemption Date or on the Maturity Date).

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

¹ USE THE FOLLOWING LANGUAGE INSTEAD FOR GLOBAL NOTES: [the principal sum as set forth in the Schedule of Increases or Decreases In Note attached hereto]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

GENWORTH HOLDINGS, INC.

By: _____
Name:
Title:

GENWORTH HOLDINGS, INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

Dated:

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

By: _____
Authorized Signatory

REVERSE OF NOTE

This Note is one of a duly authorized issue of securities of the Company (herein called the “Notes”), issued and to be issued in one or more series under an Indenture (the “Base Indenture”), dated as of June 15, 2004, between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to JPMorgan Bank, N.A.), as Trustee (herein called the “Trustee”, which term includes any successor trustee), as amended and supplemented by Supplemental Indenture No. 1, dated as of June 15, 2004, between the Company and the Trustee (“Supplemental Indenture No. 1”), Supplemental Indenture No. 2, dated as of September 19, 2005, between the Company and the Trustee (the “Supplemental Indenture No. 2”), Supplemental Indenture No. 3, dated as of June 12, 2007, between the Company and the Trustee (“Supplemental Indenture No. 3”), Supplemental Indenture No. 4, dated as of May 22, 2008, between the Company and the Trustee (“Supplemental Indenture No. 4”), Supplemental Indenture No. 5, dated as of December 8, 2009, between the Company and the Trustee (“Supplemental Indenture No. 5”), Supplemental Indenture No. 6, dated as of June 24, 2010, between the Company and the Trustee (“Supplemental Indenture No. 6”), Supplemental Indenture No. 7, dated as of November 22, 2010, between the Company and the Trustee (“Supplemental Indenture No. 7”), Supplemental Indenture No. 8, dated as of March 25, 2011, between the Company and the Trustee (“Supplemental Indenture No. 8”), Supplemental Indenture No. 9, dated as of April 1, 2013, between the Company, Genworth Financial, Inc., as Guarantor (the “Guarantor”) and the Trustee (“Supplemental Indenture No. 9”) and Supplemental Indenture No. 10, dated as of August 8, 2013, between the Company, the Guarantor and the Trustee (“Supplemental Indenture No. 10 and together with the Supplemental Indenture No. 1, Supplemental Indenture No. 2, Supplemental Indenture No. 3, Supplemental Indenture No. 4, Supplemental Indenture No. 5, Supplemental Indenture No. 6, Supplemental Indenture No. 7, Supplemental Indenture No. 8, Supplemental Indenture No. 9 and the Base Indenture, the “Indenture”), to which Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Guarantor, the Trustee and the holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to \$400,000,000.

All terms used in this Note that are defined in the Indenture shall have the meaning assigned to them in the Indenture.

The Guarantor irrevocably and unconditionally guarantees to the Trustee and the holders of the Notes, on an unsecured and unsubordinated basis, the full and punctual payment of the principal of, premium, if any, and interest on the Notes, and the full and punctual payment of all other amounts payable by the Company under the Indenture in respect of the Notes.

The Company shall have the right to redeem this Note at the option of the Company, without premium or penalty, in whole or in part (an "Optional Redemption"), at a redemption price (the "Optional Redemption Price") equal to the greater of:

(i) 100% of the principal amount plus accrued and unpaid interest to the Redemption Date; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points plus accrued interest on the principal amount being redeemed to the Redemption Date.

The Company will mail notice of such redemption to the registered holders of the Notes of this series to be redeemed not less than 30 nor more than 60 days prior to the Redemption Date. If Notes of this series are only partially redeemed pursuant to the preceding paragraph, the Notes of this series to be redeemed will be selected by the Trustee in such manner as in its sole discretion it shall deem appropriate and fair; *provided*, that if at the time of redemption the Notes of this series to be redeemed are registered as a Global Note, the Depository shall determine, in accordance with its procedures, the principal amount of the Notes of this series to be redeemed held by each of its participants that holds a position in such Notes. The Optional Redemption Price shall be paid prior to 12:00 noon, New York time, on the Redemption Date or at such later time as is then permitted by the rules of the Depository for the related Notes (if then registered as a Global Note) provided that the Company shall deposit with the Trustee an amount sufficient to pay the Optional Redemption Price by 10:00 a.m., New York time, on the date such Optional Redemption Price is to be paid.

In the event of redemption of this Note in part only, a new Note or Notes of this series for the unredeemed portion hereof shall be issued in the name of the Holder hereof upon the cancellation hereof. Except as set forth in the preceding paragraphs and in Article 3 of the Supplemental Indenture No. 10, the Company may not redeem the Notes of this series at its option prior to the Maturity Date.

The Notes of this series are not entitled to the benefit of any sinking fund.

The Indenture contains provisions for defeasance of the obligations of the Company at any time upon compliance by the Company with certain conditions set forth therein, which provisions apply to the Notes of this series.

If an Event of Default with respect to Notes of this series shall occur and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the holders of the Notes at any time by the Company and the Trustee with the consent of the holders of a majority in principal amount of the Notes of each series (each series voting as a class) affected thereby and at the time Outstanding. The Indenture also contains provisions permitting the holders of specified percentages in principal amount of the Notes of a series at the time Outstanding, on behalf of the holders of all Notes of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such holder and upon all future holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security registrar duly executed by the holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiple of \$1,000 in excess of \$2,000, except as provided for in Section 2.04 of Supplemental Indenture No. 10. As provided in the Indenture and subject to certain limitations therein set forth, Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series of a different authorized denomination, as requested by the holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

THIS NOTE 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.

A-R-4

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Note to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him or her.

Date:

Signature:

Signature Guarantee:

(Sign exactly as your name appears on the other side of this Note)

SIGNATURE GUARANTEE

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Security registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“**STAMP**”) or such other “signature guarantee program” as may be determined by the Security registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

August 8, 2013

Genworth Financial, Inc.
Genworth Holdings, Inc.
6620 West Broad Street
Richmond, Virginia 23230

Ladies and Gentlemen,

We have acted as counsel to Genworth Holdings, Inc. (the "Company") and Genworth Financial, Inc. ("Parent") in connection with the offer and sale by the Company of \$400,000,000 aggregate principal amount of 4.900% Senior Notes due 2023 (the "Notes"), pursuant to the underwriting agreement, dated as of August 5, 2013 (the "Agreement"), between the Company, Parent and Barclays Capital Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC, as representatives of the underwriters named therein. Parent irrevocably and unconditionally guaranteed (the "Guarantee") to the Trustee (as defined below) and the holders of the Notes, on an unsecured and unsubordinated basis, the full and punctual payment of the principal of, premium, if any, and interest on the Notes, and the full and punctual payment of all other amounts payable by the Company under the Indenture in respect of the Notes.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Registration Statement on Form S-3 (File No. 333-182093), filed by the Company on June 13, 2012 (as amended by the Post-Effective Amendment No. 1 filed by the Company and Parent on April 1, 2013, the "Registration Statement"); (ii) the prospectus, dated April 1, 2013 (the "Base Prospectus"), which forms a part of the Registration Statement; (iii) the prospectus supplement, dated August 5, 2013 (the "Prospectus Supplement"); (iv) the base indenture, dated as of June 15, 2004, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as heretofore supplemented and as further supplemented by Supplemental Indenture No. 10, dated as of August 8, 2013 (as supplemented, the "Indenture"); (v) the global certificate representing the Notes; (vi) the Guarantee (included in the Indenture); and (vii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company and Parent, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth. We refer to the Base Prospectus as supplemented by the Prospectus Supplement as the "Prospectus."

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In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company and Parent.

Based on and subject to the foregoing, we are of the opinion that:

1. Assuming the due authentication by the Trustee, the Notes constitute the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
2. Assuming the due authentication of the Notes by the Trustee, the Guarantee constitutes the valid and binding obligation of Parent, enforceable against Parent in accordance with its terms.

The opinions expressed above are subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

The opinions expressed herein are limited to the laws of the State of New York and the corporate laws of the State of Delaware, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the incorporation by reference of this letter as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP