

**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**

**October 18, 2023**  
**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)

**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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.001 per share	GNW	NYSE (New York Stock Exchange)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.****Background**

On October 18, 2023, Genworth Holdings, Inc. (“Holdings”), a direct wholly owned subsidiary of Genworth Financial, Inc., received the requisite consents consisting of a majority in principal amount of Holdings’ 6.500% Senior Notes due 2034, pursuant to its previously announced solicitation of consents (the “Consent Solicitation”) to amend the Replacement Capital Covenant, dated as of November 14, 2006 (the “RCC”).

**RCC Amendment**

In connection with the results of the Consent Solicitation, on October 18, 2023, Holdings entered into the RCC amendment (the “RCC Amendment”) that amended the RCC to permit the repayment, redemption or repurchase of its 6.15% Fixed-to-Floating Rate Junior Subordinated Notes due 2066 (the “2066 Notes”) under certain circumstances.

The foregoing description of the RCC Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the RCC Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K. The RCC Amendment is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

The following are filed as exhibits to this Current Report on Form 8-K:

<b><u>Exhibit Number</u></b>	<b><u>Description of Exhibit</u></b>
10.1	<a href="#">RCC Amendment, dated October 18, 2023</a>
101	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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.

GENWORTH FINANCIAL, INC.

Date: October 19, 2023

By: /s/ Jerome T. Upton  
Jerome T. Upton  
Executive Vice President and Chief Financial Officer

**AMENDMENT NO. 1 TO THE REPLACEMENT CAPITAL COVENANT**

This Amendment No. 1 (this “**Amendment**”) to the Replacement Capital Covenant, dated as of November 14, 2006 (the “**Agreement**”), is made as of October 18, 2023, by Genworth Holdings, Inc., a wholly owned subsidiary of Genworth Financial, Inc., a Delaware corporation (together with its successors and assigns, the “**Corporation**”), in favor of and for the benefit of each Covered Debtholder (as defined in the Agreement). For purposes of this Amendment, capitalized terms shall have the same meaning as those terms defined in the Agreement, unless otherwise provided.

**RECITALS**

**WHEREAS**, on November 14, 2006, the Corporation entered into the Agreement in connection with the issuance of \$600,000,000 aggregate principal amount of its 6.15% Fixed-to-Floating Rate Junior Subordinated Notes;

**WHEREAS**, pursuant to Section 4(b) of the Agreement, the Agreement may be amended by a written instrument signed by the Corporation with the consent of the Holders of at least a majority by principal amount of the then effective series of Covered Debt;

**WHEREAS**, the currently effective series of Covered Debt is the Corporation’s 6.500% Senior Notes due 2034 (the “**2034 Notes**”);

**WHEREAS**, Holders representing at least a majority by principal amount of 2034 Notes have consented to the execution and performance of this Amendment pursuant to and in accordance with the procedures set forth in the Consent Solicitation Statement of the Corporation, dated October 11, 2023.

**NOW, THEREFORE**, the Corporation hereby amends the Agreement as follows:

1. Adding a new and additional final paragraph to Section 2 of the Agreement as set forth below:

Notwithstanding any other provision herein, in addition to any repayments, redemptions or repurchases otherwise permitted herein, the Corporation may repay, redeem or repurchase the Notes such that for each \$1,000 principal amount of Covered Debt repaid, redeemed or repurchased by the Corporation on or after October 23, 2023, the Corporation may repay, redeem or repurchase \$2,000 principal amount of the Notes.

2. Adding a new and additional final sentence to Section 4(a) of the Agreement as set forth below:

Notwithstanding any other provision herein, the Covered Debt shall at all times be the Initial Covered Debt, and at any time the principal amount outstanding of the Initial Covered Debt shall be less than \$100 million, then this Replacement Capital Covenant shall terminate and be of no further force and effect.

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Following execution and delivery of this Amendment, this Amendment will cease to be operative if the Corporation breaches its obligation to repurchase 2034 Notes pursuant to the Note Repurchase and Consent Agreement, dated as of October 11, 2023, between the Corporation and the Holders party thereto.

This Amendment shall be governed by and construed in accordance with the laws of the State of New York. Except as expressly amended hereby, all of the provisions of the Agreement continue in full force and effect.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, this Amendment is hereby executed as of the date first set forth above.

**GENWORTH HOLDINGS, INC.**

By: /s/ Jerome T. Upton  
Name: Jerome T. Upton  
Title: Executive Vice President and Chief Financial Officer

*[Signature Page To RCC Amendment]*