

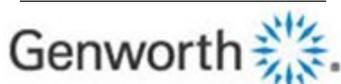
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported) August 12, 2019



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
(IRS Employer
Identification No.)

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

23230
(Zip Code)

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

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- 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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR § 240.12b-2).

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.

Item 1.01 Entry into a Material Definitive Agreement.

On August 12, 2019, Genworth Financial, Inc. (“Genworth”), Genworth Financial International Holdings, LLC (“GFIH”), Genworth Mortgage Insurance Corporation (“GMIC”, and together with GFIH, the “Vendors”), Brookfield BBP Canada Holdings Inc. (“Purchaser”) and Brookfield Business Partners L.P. (“Guarantor”, and together with Genworth, GFIH, GMIC and Purchaser, the “Parties”) entered into a Share Purchase Agreement (the “Share Purchase Agreement”), pursuant to which Genworth and the Vendors agreed to sell to the Purchaser all of the common shares of Genworth MI Canada Inc. (“Genworth Canada”) owned by GFIH and GMIC (the “Transaction”), which collectively represent approximately 56.9% of Genworth Canada’s issued and outstanding common shares (the “Purchased Shares”), CAD\$48.86 per share (reflecting a total Transaction value of approximately USD\$1.8 billion) in cash (the “Purchase Price”). Genworth Canada, a public company traded on the Toronto Stock Exchange, is the largest private sector residential mortgage insurer in Canada.

The Share Purchase Agreement provides that the Purchase Price will be reduced on a per Purchased Share basis prior to the closing of the Transaction by the amount of any dividends or distributions paid by Genworth Canada to the Vendors in relation to the common shares of Genworth Canada owned by GFIH. The Purchase Price will not, however, be reduced on account of the Vendors’ receipt of regular quarterly dividends (not to exceed CAD\$0.55 per share), on any record date between the date of the execution of the Share Purchase Agreement and the closing date. Moreover, the Share Purchase Agreement provides that the amount of Purchased Shares may decrease prior to closing as a result of the Vendors’ participation in any Genworth Canada share buyback program. The Vendors have the right to participate in any such program on a *pro rata* basis to maintain their applicable ownership percentage in Genworth Canada’s issued and outstanding shares (approximately 40.5% and 16.5%, respectively) so long as the Vendors dispose of their shares in any such program for a price per share that is less than the Purchase Price. At the closing, the Purchaser will pay the Vendors the Purchase Price per share for the amount of Purchased Shares then held by the Vendors (which, in the aggregate, shall represent no less than 56.5% of Genworth Canada’s issued and outstanding shares).

The Share Purchase Agreement contains customary representations, warranties, covenants, indemnification rights and termination provisions. In particular, Genworth and the Vendors are subject to covenants that, subject to certain exceptions, require Genworth and each Vendor to use commercially reasonable efforts to, among other things, cause Genworth Canada to, between signing and closing of the Transaction, conduct its business in the ordinary course and prevent Genworth Canada from taking certain actions, such as effecting amendments to its organizational documents or disposing of its material assets, by exercising such Vendor’s or the Genworth’s rights pursuant to the shareholder agreement among Genworth Canada, Genworth and Brookfield Life Assurance Company Limited, dated July 7, 2009, as amended.

Furthermore, the Guarantor is a party to the Share Purchase Agreement primarily for the purpose of guaranteeing the performance of, and compliance with, all of the Purchaser’s obligations, covenants and undertakings in accordance with the terms and conditions of the Share Purchase Agreement.

The consummation of the Transaction is subject to the satisfaction or waiver of customary closing conditions, including receipt of the required regulatory approvals under the *Competition Act* (Canada) and the *Insurance Companies Act* (Canada), the Purchased Shares representing no less than a specified percentage (i.e., 56.5%) of the issued and outstanding shares of Genworth Canada and the parties to the Share Purchase Agreement having performed or complied with all of their respective obligations thereunder at or prior to the closing. The closing is targeted to occur by the end of 2019. The foregoing summary of the Share Purchase Agreement is qualified in its entirety by reference to the complete text thereof, a copy of which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Simultaneously with the execution of the Share Purchase Agreement, Genworth and the Guarantor entered into a commitment letter (the “Commitment Letter”) pursuant to which Guarantor commits to provide Genworth with up to \$850 million in bridge financing to address Genworth’s liquidity needs in the event the regulatory approvals for the Transaction are not received by October 31, 2019. The foregoing summary of the Commitment Letter is qualified in its entirety by reference to the complete text thereof, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Moreover, in connection with the agreement and plan of merger (as amended from time to time, the “Merger Agreement”), dated October 21, 2016, among Genworth, Asia Pacific Global Capital Co., Ltd. (the “Merger Parent”), a subsidiary of China Oceanwide Holdings Group Co., Ltd. (together with its affiliates, “China Oceanwide”) and Asia Pacific Global Capital USA Corporation, an indirect subsidiary of China Oceanwide (the “Merger Sub”) regarding China Oceanwide’s acquisition of Genworth (the “China Oceanwide Transaction”) and the waiver agreements among Genworth, Merger Parent and Merger Sub related thereto, Genworth obtained China Oceanwide’s consent to the entry into the Share Purchase Agreement by Genworth and the Vendors and to the transactions contemplated thereby. As a result of China Oceanwide’s consent to the Transaction, Genworth and China Oceanwide entered into the Twelfth Waiver and Agreement extending the outside date under the Merger Agreement to December 31, 2019.

Item 8.01 Other Events

On August 13, 2019, Genworth issued a press release (the “Press Release”) announcing the execution of the Share Purchase Agreement and the Commitment Letter. The Press Release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

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

<u>Exhibit Number</u>	<u>Description</u>
2.1	<u>Share Purchase Agreement by and among Genworth Financial, Inc., Genworth Financial International Holdings, LLC, Genworth Mortgage Insurance Corporation, Brookfield BBP Canada Holdings Inc. and Brookfield Business Partners L.P., dated August 12, 2019.</u>
10.1	<u>Commitment Letter between Brookfield Business Partners L.P. and Genworth Financial, Inc., dated August 12, 2019.</u>
99.1	<u>Press Release issued by Genworth, dated August 13, 2019.</u>

Cautionary Note Regarding Forward-Looking Statements

This communication includes certain statements that may constitute “forward-looking statements” within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may be identified by words such as “expects,” “intends,” “anticipates,” “plans,” “believes,” “seeks,” “estimates,” “will” or words of similar meaning and include, but are not limited to, statements regarding the outlook for the Genworth’s future business and financial performance. Forward-looking statements are based on management’s current expectations and assumptions, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Actual outcomes and results may differ materially from those in the forward-looking statements and factors that may cause such a difference include, but are not limited to, risks and uncertainties related to: (i) the risk that the Transaction may not be completed in a timely manner or at all, which may adversely affect Genworth’s business and the price of Genworth’s common stock and the Purchased Shares; (ii) the ability of the parties to obtain regulatory approvals, or the possibility that they may delay the Transaction or that materially burdensome or adverse regulatory conditions may be imposed in connection with any such regulatory approvals; (iii) the risk that a condition to closing of the Transaction may not be satisfied; (iv) continued availability of capital and financing to Genworth before the consummation of the Transaction; (v) changes in applicable laws or regulations; (vi) Genworth’s ability to recognize the anticipated benefits of the Transaction; (vii) the impact of changes in interest rates and political instability; (viii) further rating agency actions and downgrades in Genworth’s financial strength ratings; (ix) the amount of the costs, fees, expenses and other charges related to the Commitment Letter; (x) market conditions that may make it difficult to obtain funding; (xi) potential further impairments to Genworth’s access to funding due to its credit or financial strength ratings and its financial condition; (xii) the sufficiency of Genworth’s internal liquidity sources to meet its needs and its access to capital may be limited or unavailable; (xiii) the risk that the transaction with China Oceanwide may not be completed in a timely manner or at all; and (xiv) the parties’ inability to obtain regulatory approvals or clearances, or the possibility that regulatory approvals may further delay the China Oceanwide Transaction. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Actual results may vary materially from those contained in the forward-looking statements. Accordingly, forward-looking statements should not be relied upon as representing Genworth’s views as of any subsequent date, and Genworth does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

SIGNATURE

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

Dated: August 13, 2019

GENWORTH FINANCIAL, INC.

By: /s/ Ward E. Bobitz

Ward E. Bobitz

Executive Vice President and General Counsel

GENWORTH FINANCIAL, INC.

- and -

GENWORTH FINANCIAL INTERNATIONAL HOLDINGS, LLC

- and -

GENWORTH MORTGAGE INSURANCE CORPORATION

- and -

BROOKFIELD BBP CANADA HOLDINGS INC.

- and -

BROOKFIELD BUSINESS PARTNERS L.P., solely for purposes of Section 5.6, Article 8 and Article 10

SHARE PURCHASE AGREEMENT

Dated as of August 12, 2019

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THIS SHARE PURCHASE AGREEMENT is made August 12, 2019;

BETWEEN:

GENWORTH FINANCIAL, INC., a corporation governed by the laws of the State of Delaware (the “**Parent**”)

- and -

GENWORTH FINANCIAL INTERNATIONAL HOLDINGS, LLC, a limited liability company governed by the laws of the State of Delaware (“**GFIH**”)

- and -

GENWORTH MORTGAGE INSURANCE CORPORATION, a corporation governed by the laws of the State of North Carolina (“**GMIC**” and together with GFIH, the “**Vendors**”)

- and -

BROOKFIELD BBP CANADA HOLDINGS INC., a corporation governed by the laws of the Province of Ontario, (the “**Purchaser**”)

- and -

BROOKFIELD BUSINESS PARTNERS L.P., an exempted limited partnership governed by the laws of Bermuda, (the “**Guarantor**”), solely for purposes of Section 5.6, Article 8 and Article 10.

RECITALS:

- A. Each of the Vendors is an indirect wholly-owned subsidiary of the Parent.
- B. As of the date of this Agreement, GFIH is the registered and beneficial owner of 34,799,545 common shares in the capital of MIC (the “**GFIH Shares**”) and GMIC is the registered and beneficial owner of 14,145,100 common shares in the capital of MIC (the “**GMIC Shares**”, and together with the GFIH Shares and as may be decreased by dispositions by the Vendors pursuant to a share repurchase program of MIC in accordance with Section 8.2, the “**Purchased Shares**”).
- C. The Vendors have, severally and not jointly nor jointly and severally, agreed to sell the Purchased Shares to the Purchaser (and the Purchaser has agreed to purchase such Purchased Shares from each of the Vendors) on and subject to the terms and conditions set forth in this Agreement.

THEREFORE the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.1 Definitions

In this Agreement, including the Recitals, the following words and terms have the meanings set out below:

“ **affiliate** ” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For all purposes hereunder, the Purchaser and its affiliates, on the one hand, are not, and will not be deemed to be, affiliates of the Vendors, the Parent, MIC and their respective affiliates, on the other hand;

“ **Aggregate Purchase Price** ” has the meaning ascribed thereto in Section 2.1(b);

“ **Agreement** ” means this Share Purchase Agreement including all schedules and all amendments or restatements, as permitted, and references to “ **Article** ” or “ **Section** ” mean the specified Article or Section of this Agreement;

“ **Approvals** ” means, collectively, the Competition Act Approval and the Insurance Act Approval;

“ **Approved Press Release** ” has the meaning ascribed thereto in Section 10.2;

“ **Assignee** ” has the meaning ascribed to it in Section 10.3;

“ **Assignment** ” has the meaning ascribed to it in Section 10.3;

“ **Breaching Party** ” has the meaning ascribed thereto in Section 9.1(b);

“ **Business Combination** ” means any transaction, whether by way of share purchase, take-over bid (including any exempt take-over bid), plan of arrangement, merger, amalgamation, asset sale or otherwise, whether as a single transaction or multiple transactions, that would result, either directly or indirectly, in the acquisition of any common shares of MIC or a material portion of its assets;

“ **Business Day** ” means any day, other than a Saturday or Sunday, on which banks in Toronto, Ontario and New York, New York are open for commercial banking business during normal banking hours;

“ **Closing** ” means the completion of the sale to and purchase by the Purchaser of the Purchased Shares under this Agreement;

“ **Closing Date** ” means the date that is the third (3rd) Business Day after the satisfaction or waiver (to the extent permitted by applicable Law) of all of the conditions set forth in Article 7 (excluding conditions that, by their terms, are to be satisfied at the Closing), or such earlier date or such later date as may be agreed to by the Parties, provided that the Closing Date shall be no later than the Outside Date;

“ **Closing Time** ” means 8:00 a.m. (Toronto time) on the Closing Date or such other time as the Parties may agree in writing as the time on the Closing Date upon which the Closing shall take place;

“ **Commissioner** ” means the Commissioner of Competition appointed under the Competition Act or his designated representative;

“ **Commitment Letter** ” means the commitment letter dated as of the date hereof between Parent and Guarantor;

“ **Competing Transaction** ” has the meaning ascribed to it in Section 8.2;

“ **Competition Act** ” means the *Competition Act* (Canada);

“ **Competition Act Approval** ” means:

- (a) the Commissioner shall have issued an advance ruling certificate under section 102 of the Competition Act;
- (b) both of (A) the waiting period under section 123 of the Competition Act shall have expired or been terminated or the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act shall have been waived in accordance with paragraph 113(c) of the Competition Act, and (B) the Purchaser shall have been advised in writing by the Commissioner that the Commissioner does not, at this time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement, and any terms and conditions attached to such advice shall be acceptable to the Purchaser; or
- (c) at the election of the Purchaser, the waiting period under section 123 of the Competition Act shall have expired;

“ **Confidentiality Agreement** ” means the Confidentiality Agreement dated as of July 12, 2019 between the Parent and an affiliate of the Purchaser, as it may be amended from time to time;

“ **Encumbrances** ” means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, options, adverse claims or encumbrances of any kind or character whatsoever;

“ **Genworth Holdings** ” means Genworth Holdings, Inc., a corporation governed by the laws of the State of Delaware;

“ **Genworth Term Loan Facility** ” means that certain Credit Agreement, dated as of March 7, 2018, among Genworth Holdings, the Parent, Goldman Sachs Lending Partners LLC and the lenders party thereto from time to time;

“ **GFIH** ” has the meaning ascribed thereto in the preamble;

“ **GFIH Pledge** ” means the limited recourse guarantee and pledge agreement between the Parent, GFIH and Goldman Sachs Lending Partners LLC, pursuant to which GFIH has pledged the GFIH Shares;

“ **GFIH ROFR** ” has the meaning ascribed thereto in Section 4.3;

“ **GFIH Shares** ” has the meaning ascribed thereto in the Recitals;

“ **GMIC** ” has the meaning ascribed thereto in the preamble;

“ **GMIC Shares** ” has the meaning ascribed thereto in the Recitals;

“ **Governmental Authorizations** ” means authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licenses, permits, variances, agreements, instructions, registrations or other rights issued to or required by the relevant Party by or from any Governmental Entity;

“ **Governmental Entity** ” means: (a) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (b) any subdivision or authority of any of the above; (c) any stock exchange; and (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under applicable Law;

“ **Guarantor** ” has the meaning ascribed thereto in the preamble;

“ **Indenture Objective** ” has the meaning ascribed thereto in Section 8.1(i);

“ **Indentures** ” means those certain indentures, dated as of June 15, 2004 and November 16, 2006, between Genworth Holdings and The Bank of New York Mellon Trust Company, N.A., as trustee;

“ **Insurance Act Approval** ” means each of:

- (a) the prior written approval of the Minister of Finance (Canada) under subsection 407(1) of the Insurance Companies Act authorizing the Purchaser to purchase or otherwise acquire a significant interest in each class of the shares of the Insurance Companies; and
- (b) the prior written approval of the Minister of Finance (Canada) under subsection 407.1(1) of the Insurance Companies Act authorizing the Purchaser to acquire control of the Insurance Companies;

“ **Insurance Application** ” has the meaning ascribed thereto in Section 8.1(c);

“ **Insurance Companies** ” means, collectively, Genworth Financial Mortgage Insurance Company Canada and MIC Insurance Company Canada and their successors;

“ **Insurance Companies Act** ” means the *Insurance Companies Act* (Canada);

“ **Investment Canada Act** ” means *Investment Canada Act* (Canada);

“ **Laws** ” means applicable statutes, by-laws, rules, regulations, Orders, ordinances or judgments, in each case of any Governmental Entity having the force of law;

“ **Market Price** ” means the “market price” of a MIC Share as determined in accordance with Section 1.11 of NI 62-104;

“ **Material Adverse Effect** ” means any event, occurrence, fact, condition or change that (a) is materially adverse to the business, results of operations, financial condition or assets of MIC and its subsidiaries, taken as a whole, or (b) either individually or in the aggregate prevents or materially delays, or individually, or in the aggregate would reasonably be expected to prevent or materially delay, the consummation of the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (iv) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Purchaser; (v) any matter of which the Purchaser is aware on the date hereof; (vi) any changes in applicable Laws or accounting rules; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement; (viii) any natural or man-made disaster or acts of God; or (ix) any failure by MIC to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded);

“ **MIC** ” means Genworth MI Canada Inc., a corporation governed by the laws of Canada, and its successors;

“ **MIC Shares** ” means the common shares in the capital of MIC;

“ **NI 45-106** ” means *National Instrument 45-106 – Prospectus Exemptions* ;

“ **NI 62-104** ” means *National Instrument 62-104 – Take-Over Bids and Issuer Bids* ; “ **Notice** ” has the meaning ascribed thereto in Section 10.4;

“ **Ontario Notice** ” means the notice requirement pursuant to Section 100 of the *Insurance Act* (Ontario);

“ **Orders** ” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Entity or arbitrator;

“ **OSFI** ” means the Office of the Superintendent of Financial Institutions and any successor thereto;

“ **Outside Date** ” means March 31, 2020, or such later date as may be agreed to in writing by the Parties, each in their sole discretion, provided that (a) if any Approval has not been obtained by March 31, 2020, the Vendors and the Parent shall have the right to, in their sole discretion, extend the Outside Date by notice in writing to the other Parties to a date not later than June 30, 2020, and (b) if any Approval has not been obtained by June 30, 2020, the Vendors and the Parent shall have the right to, in their sole discretion, further extend the Outside Date by notice in writing to the other Parties to a date not later than September 30, 2020;

“ **Parent Nominees** ” has the meaning ascribed thereto in Section 8.4;

“ **Parties** ” means, collectively, the Parent, each of the Vendors, the Purchaser and, solely for purposes of Section 5.6, Article 8 and Article 10, the Guarantor, and “ **Party** ” means any one of them;

“ **Person** ” means any individual, sole proprietorship, partnership, firm, entity, company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, corporation or body corporate, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

“ **Private Agreement Exemption** ” means the take-over bid exemption set forth in Section 4.2 of NI 62-104;

“ **Purchase Price** ” has the meaning ascribed thereto in Section 3.1;

“ **Purchased Shares** ” the meaning ascribed thereto in the Recitals;

“ **Purchaser** ” has the meaning ascribed thereto in the preamble;

“ **Registration Rights Agreement** ” means the registration rights agreement dated July 7, 2009, as assigned pursuant to assignment and assumption agreements dated July 26, 2011, July 28, 2011, August 8, 2011, August 9, 2011, August 9, 2011, August 10, 2011 and July 11, 2014 and as assigned and amended pursuant to an assignment and amending agreement for registration rights agreement dated October 1, 2015, among, *inter alia*, the Vendors and MIC;

“ **Shareholder Agreement** ” means the shareholder agreement between MIC, the Parent and Brookfield Life Assurance Company Limited dated July 7, 2009, as assigned and amended;

“ **Specified Matter** ” has the meaning ascribed thereto in that certain side letter dated the date hereof by and among the Parties;

“ **Terminating Party** ” has the meaning ascribed thereto in Section 9.1(b);

“ **Termination Notice** ” has the meaning ascribed thereto in Section 9.1(b);

“ **USMI** ” means Genworth Mortgage Holdings Inc., a corporation governed by the laws of the State of Delaware, and its subsidiaries;

“ **USMI Approvals** ” means, collectively, the prior written approval of the (i) Federal National Mortgage Association, (ii) Federal Home Loan Mortgage Corporation and (iii) North Carolina Department of Insurance in connection with the USMI Contribution;

“ **USMI Contribution** ” has the meaning ascribed thereto in Section 8.1(i); and

“ **Vendors** ” has the meaning ascribed thereto in the preamble.

Section 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** - Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (c) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) **Including** - Where the word “ **including** ” or “ **includes** ” is used in this Agreement, it means “ **including (or includes) without limitation** ”.
- (e) **No Strict Construction** - The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** - If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (h) **Statutory references** - A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

-
- (i) **Time** - Time is of the essence in the performance of the Parties' respective obligations.
 - (j) **Time Periods** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

Section 1.3 Knowledge

Any reference to the knowledge of any Party shall mean to the knowledge, information and belief of Cyrus Madon, Craig Laurie, David Nowak, Jaspreet Dehl and Ryan Szainwald in respect of the Purchaser, and Kevin Schneider, Kelly Groh and Ward Bobitz in respect of the Parent and the Vendors, in each case after reviewing all relevant records and making of reasonable inquiries of direct reports.

Section 1.4 Entire Agreement

This Agreement, the Confidentiality Agreement, the Commitment Letter and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Confidentiality Agreement, the Commitment Letter and any document required to be delivered pursuant to this Agreement and the Purchaser shall acquire the Purchased Shares as is and where is subject only to the benefit of the representations and warranties in this Agreement. This Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceedings involving this Agreement. Any cost estimates, projections or other predictions contained or referred to in any other material that has been provided to the Purchaser or any of its affiliates, agents or representatives (including any due diligence presentations or documents, and in particular any descriptive memorandum transmitted to the Purchaser relating to the sale of the Purchased Shares, and any supplements or addenda thereto) are not and shall not be deemed to be representations or warranties of the Vendors, the Parent or any of their affiliates, agents, employees or representatives.

Section 1.5 Commitment Letter

Notwithstanding anything to the contrary in this Agreement, all representations, warranties and covenants in this Agreement are qualified in their entirety by the provisions of the Commitment Letter and any action undertaken by any of the Parties pursuant to the Commitment Letter shall not constitute a default under or breach of any of the provisions of this Agreement.

Section 1.6 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule 1.1	Purchased Shares

ARTICLE 2 PURCHASE AND SALE

Section 2.1 Action by Vendors and Purchaser

Subject to the provisions of this Agreement, at the Closing Time:

- (a) **Purchase and Sale of Purchased Shares** – the Vendors shall sell to the Purchaser and the Purchaser shall purchase from the Vendors the Purchased Shares;
- (b) **Payment of Purchase Price** – the Purchaser shall pay the aggregate Purchase Price owing to each of the Vendors, such aggregate Purchase Price to be determined by multiplying the Purchase Price by the number of Purchased Shares held by each Vendor, respectively, at Closing (the “**Aggregate Purchase Price**”); and
- (c) **Transfer and Delivery of the Purchased Shares** – the Vendors shall transfer and deliver to the Purchaser share certificates, if any, representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record, or otherwise deliver the Purchased Shares to the Purchaser by electronic settlement in each case with the appropriate signature guarantee or medallion guarantee, if required.

Section 2.2 Place of Closing

The Closing shall take place at the Closing Time at the offices of Osler, Hoskin & Harcourt LLP located at 1 First Canadian Place, Toronto, Ontario M5X 1B8, or at such other place as may be agreed upon by the Vendors and the Purchaser.

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price

The amount payable (the “**Purchase Price**”) by the Purchaser to the Vendors for each Purchased Share is \$48.86.

Section 3.2 Purchase Price Per Purchased Share <= 115% of Market Price

The Parties acknowledge that, as of the date of this Agreement, the value of the consideration paid for each Purchased Share, including brokerage fees or commissions, does not exceed 115% of the Market Price.

Section 3.3 Satisfaction of Aggregate Purchase Price

The Aggregate Purchase Price shall be paid by the Purchaser at the Closing Time to the Vendors, by wire transfer of immediately available funds to or to the order of each Vendor or as each Vendor may otherwise direct in writing.

Section 3.4 Adjustment to Purchase Price

If, between the date of this Agreement and the Closing Time, MIC sets a record date that is prior to the Closing Time for the payment of a dividend or distribution on the MIC Shares, or otherwise declares, sets aside or pays any dividend or distribution prior to the Closing Time on the MIC Shares (other than its quarterly dividend in the ordinary course of business consistent with past practice not to exceed \$0.55 per MIC Share), the Purchase Price shall be reduced on a per Purchased Share basis by an amount equal to the amount of such dividends or distributions per Purchased Share.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

Each Vendor and the Parent severally on behalf of itself and with respect only to itself, and not jointly or jointly and severally, represents and warrants as of the date hereof and as of the Closing Date to the Purchaser, the matters set forth below and acknowledges that the Purchaser is relying on the accuracy of each such representation and warranty.

Section 4.1 Formation

The Parent and such Vendor are existing under the laws of its respective jurisdiction of incorporation, formation or continuation, as the case may be, and the Parent and such Vendor have all necessary power, authority and capacity to own its assets and to carry on its business as presently conducted.

Section 4.2 Due Authorization and Enforceability of Obligations

The Parent and such Vendor have the requisite power and capacity, as applicable, to execute and deliver this Agreement and to perform their respective obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of the Parent and such Vendor. This Agreement constitutes a valid and binding obligation of each of the Parent and such Vendor enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

Section 4.3 Ownership and Right to Sell Purchased Shares

Such Vendor is the sole registered and beneficial owner of the Purchased Shares identified as being owned by it on Schedule 1.1, free and clear of all Encumbrances, other than: (a) the GFIH Pledge, which will be released at, prior to or substantially concurrently with the Closing, (b) restrictions as exist under the Agreement and Plan of Merger between Parent and Asia Pacific Global Capital Co., Ltd. and Asia Pacific Global Capital USA Corporation, which restrictions have been waived in respect of the transactions contemplated by this Agreement, and (c) a right of first refusal in favour of GFIH in respect of the common shares of MIC held by GMIC (the “**GFIH ROFR**”), which restrictions have been waived in respect of the transactions contemplated by this Agreement. Such Vendor has the exclusive right to dispose of the Purchased Shares of which it is the owner as provided in this Agreement and such disposition will not violate, contravene, breach or offend against or result in any default under any contract, charter or by-law provision, Order, judgment, decree, licence, permit or Law, to which such Vendor is a party or subject or by which such Vendor is bound or affected. Except as disclosed pursuant to this Agreement and pursuant to the GFIH ROFR, there is no contract, agreement or option binding upon or which may become binding upon such Vendor to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Purchased Shares to be sold by such Vendor or giving anyone a claim against or a right or ability to acquire any of, or any interest in, the Purchased Shares to be sold by it.

Section 4.4 Absence of Conflicts

Subject to receipt of the Approvals and the completion of the USMI Contribution, including, to the extent required, the USMI Approvals and for such consents and waivers as have been obtained, the Parent and such Vendor are not bound or affected by or subject to:

- (a) any contract,
- (b) any constating documents, or
- (c) any order, judgment, decree, license, Laws or Governmental Authorizations,

that would be violated, breached by, or under which default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

Section 4.5 Litigation

Except for the Specified Matter, there are no claims, investigations, complaints or proceedings, including appeals and applications for review, in progress or, to the knowledge of the Parent or such Vendor, pending or threatened against or relating to the Parent, such Vendor or the Purchased Shares to be sold by such Vendor, before any Governmental Entity, which, if determined adversely to the Parent or such Vendor would:

- (a) prevent such Vendor from selling to the Purchaser the Purchased Shares to be sold by it hereunder,

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- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares to be sold by such Vendor as contemplated by this Agreement,
 - (c) prevent the Parent or such Vendor from fulfilling any of its obligations set out in this Agreement or arising from this Agreement, or
 - (d) otherwise prevent or significantly impede the completion of the transactions contemplated by this Agreement as they relate to the Parent and each Vendor,

and the Parent and such Vendor do not have knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced against it with any reasonable likelihood of success.

Section 4.6 Regulatory Approvals

Other than the Approvals, the Ontario Notice, the USMI Approvals that may be required to consummate the USMI Contribution and the filing of early warning and insider reports with any applicable securities regulatory authorities, no approval, Order, consent, license, permit, registration or other similar authorization of or filing with any Governmental Entity is required on the part of the Parent or such Vendor in connection with the execution, delivery and performance of this Agreement by it or the performance of their respective obligations under this Agreement.

Section 4.7 Private Agreement Exemption

Such Vendor acknowledges that the Purchaser is entering into this Agreement in reliance upon the Private Agreement Exemption which requires, among other things, that the Purchaser not acquire the Purchased Shares from more than five Persons in the aggregate. Such Vendor represents and warrants to the Purchaser that it has not acquired any of the Purchased Shares from any other Person in order that the Purchaser might make use of the Private Agreement Exemption. Such Vendor is not acting as nominee, agent, trustee, executor, administrator or other legal representative for any other Person in respect of any of the Purchased Shares.

Section 4.8 Brokers

No broker, investment banker, financial advisor or other Person engaged by the Parent or such Vendor is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement that is or could reasonably be expected to become payable by the Purchaser or MIC or any of its subsidiaries.

Section 4.9 MIC Disclosure

Except as previously disclosed to the Purchaser (whether by either Vendor, the Parent or any other Person), as of the date of this Agreement, neither of each such Vendor nor the Parent has Knowledge of any "material fact" (as that term is defined in the *Securities Act* (Ontario)) concerning the business and affairs of MIC that has not been generally disclosed.

Section 4.10 Anti-Corruption and Anti-Bribery Laws

To the Knowledge of such Vendor or the Parent, such Vendor, or the Parent, and their respective subsidiaries and such of the foregoing's respective officers, directors, supervisors, managers, agents (excluding, for certainty, those independent contractors who sell or distribute insurance products of the Parent, the Vendors or MIC and their subsidiaries, as to which no representation is given), and employees, has not directly or indirectly: (i) made any contribution, gift, bribe, rebate, payoff, influence payment, entertainment kickback or other payment to any person, regardless of form, whether money, property or services in violation of any applicable Laws (a) to obtain favourable treatment in securing business, (b) to pay for favourable treatment of business secured, or (c) to obtain special concessions or for special concessions already obtained; or (ii) established or maintained any fund or asset for a purpose outlined in (i) above that has not been duly recorded in the applicable Person's books and records; and without limiting the generality of the foregoing, there have been no actions taken by or on behalf of such Vendor, the Parent or their respective subsidiaries that would cause such Person to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) or any similar applicable anti-corruption or anti-bribery Laws.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Parent and each of the Vendors the matters set forth below and acknowledges that the Parent and the Vendors are relying on the accuracy of each such representation and warranty.

Section 5.1 Incorporation

The Purchaser is existing under the laws of its jurisdiction of incorporation and the Purchaser has all necessary power, authority and capacity to own its assets and to carry on its business as presently conducted.

Section 5.2 Due Authorization and Enforceability of Obligations

The Purchaser has the requisite power and capacity, as applicable, to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of the Purchaser. This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

Section 5.3 Absence of Conflicting Agreements

Subject to receipt of the Approvals, neither the Purchaser, nor any affiliated Person, is bound or affected by or subject to:

- (a) any contract,
- (b) any constating documents, or
- (c) any order, judgment, decree, license, Laws or Governmental Authorizations,

that would be violated, breached by, or under which default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement.

Section 5.4 Litigation

There are no claims, investigations, complaints or proceedings, including appeals and applications for review, in progress or, to the knowledge of the Purchaser, pending or threatened against or relating to the Purchaser or any affiliated Person, before any Governmental Entity, which, if determined adversely to the Purchaser or such affiliated Person would:

- (a) prevent the Purchaser from purchasing the Purchased Shares or paying the Aggregate Purchase Price to the Vendors,
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement,
- (c) prevent the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement, or
- (d) otherwise prevent or significantly impede the completion of the transactions contemplated by this Agreement,

and the Purchaser does not have knowledge of any existing ground on which any such action, suit, litigation or proceeding might be commenced with any reasonable likelihood of success.

Section 5.5 Investment Canada

The Purchaser is a “Canadian” within the meaning of the Investment Canada Act.

Section 5.6 Purchaser Regulatory Approvals

- (a) Other than the Approvals, the Ontario Notice and the filing of early warning and insider reports with applicable securities regulatory authorities, no approval, Order, consent, license, permit, registration or other similar authorization of or filing with any Governmental Entity is required on the part of the Purchaser or any affiliated Person in connection with the execution, delivery and performance of this Agreement or the performance of the Purchaser’s obligations under this Agreement.
- (b) As of the date hereof, neither the Purchaser nor the Guarantor has reason to believe that any required consents or approvals (including the Approvals) will not be received or will be received with, subject to and without limiting the effect of Section 8.1, conditions, limitations or restrictions unacceptable to it or which would adversely impact the Purchaser’s or the Vendors’ ability to complete the transactions contemplated by this Agreement.

Section 5.7 Sufficient Cash on Hand

As of the date hereof, the Purchaser has, and as of the Closing Time, the Purchaser will have, sufficient cash on hand in order to pay the Aggregate Purchase Price at Closing to the Vendors in immediately available funds. The Purchaser acknowledges and agrees that its obligations under this Agreement to purchase the Purchased Shares are not contingent or conditioned upon the Purchaser obtaining any financing to pay the Aggregate Purchase Price.

Section 5.8 Accredited Investor

The Purchaser is an “accredited investor” within the meaning of NI 45-106 or Section 73.3(1) of the *Securities Act* (Ontario) and was not created and is not being used solely to purchase or hold the Purchased Shares as an “accredited investor” as described in paragraph (m) of the definition of “accredited investor” in Section 1.1 of NI 45-106. In addition, the Purchaser is an “accredited investor” as defined in Rule 501(a) promulgated under the U.S. Securities Act of 1933, as amended, and possesses sufficient knowledge and experience with financial and business matters such that it can evaluate the risks and merits of a contemplated investment in the Purchased Shares. The Purchaser is acquiring the Purchased Shares for investment only and not with a view toward, or for sale in connection with, any distribution thereof, nor with any intention of distributing, selling or otherwise disposing of the Purchased Shares in violation of applicable Law. The Purchaser acknowledges that the Purchased Shares are subject to restrictions on transfer and may only be transferred in accordance with applicable Law.

Section 5.9 Private Agreement Exemption

The Purchaser acknowledges that this Agreement is being made in reliance upon the Private Agreement Exemption which requires, among other things, that no bid or offer to acquire have been made generally to holders of MIC Shares, and represents and warrants that it has not made any such bid or offer to acquire generally to holders of MIC Shares.

Section 5.10 Brokers

No broker, investment banker, financial advisor or other Person engaged by the Purchaser is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission in connection with the transactions contemplated by this Agreement that is or could reasonably be expected to become payable by the Parent, the Vendors or any of their affiliates (including MIC or any of its subsidiaries).

Section 5.11 Anti-Corruption and Anti-Bribery Laws

To the knowledge of the Purchaser, the Purchaser, its subsidiaries and each of their respective officers, directors, supervisors, managers, agents, and employees, has not directly or indirectly: (i) made any contribution, gift, bribe, rebate, payoff, influence payment, entertainment kickback or other payment to any person, regardless of form, whether money, property or services in violation of any applicable Laws (a) to obtain favourable treatment in securing business, (b) to pay for favourable treatment of business secured, or (c) to obtain special concessions or for special concessions already obtained; or (ii) established or maintained any fund or asset for a purpose outlined in (i) above that has not been duly recorded in the applicable Person’s books and records; and without limiting the generality of the foregoing, there have been no actions taken by or on behalf of the Purchaser or its subsidiaries that would cause such Person to be in violation of the *Corruption of Foreign Public Officials Act* (Canada) or any similar applicable anti-corruption or anti-bribery Laws.

ARTICLE 6
SURVIVAL; NON-WAIVER; LIMITATIONS

Section 6.1 Survival

All representations and warranties contained in this Agreement on the part of each of the Parties shall survive the Closing, the execution and delivery under this Agreement of any share or security transfer instruments or other documents of title to any Purchased Shares and the payment of consideration for the Purchased Shares, except that the representations and warranties in Section 4.9 and Section 4.10 shall survive and remain in full force and effect only until the date that is one (1) year following the Closing.

Section 6.2 Non-Waiver

No investigation made by or on behalf of the Purchaser or any of its authorized agents at any time shall have the effect of waiving or diminishing the scope or otherwise affecting any representation, warranty or covenant made by the Parent or either of the Vendors herein or pursuant hereto.

Section 6.3 Limitation

Notwithstanding anything else in this Agreement or under applicable Law, in no event will the Parent and the Vendors be liable in respect of any amounts arising from a breach of the representations and warranties in Section 4.9 and/or Section 4.10 for an amount in excess of 10% of the Aggregate Purchase Price in the aggregate, and, in the case of each Vendor, for an amount in excess of 10% of such Vendor's pro rata portion of the Aggregate Purchase Price. For certainty, in no event will the Purchaser or any of its affiliates (including, for certainty, MIC and its subsidiaries) or representatives have any recourse against any affiliates, directors, officers, employees or agents of the Vendors or the Parent.

ARTICLE 7
CONDITIONS

Section 7.1 Purchaser's Conditions Precedent

- (a) The obligation of the Purchaser to complete the transactions contemplated herein shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions which are for the exclusive benefit of the Purchaser:
 - (i) the representations and warranties of each of the Parent and the Vendors set forth in Article 4 shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) and the Purchaser shall have received a certificate of the Parent and each Vendor confirming the same signed by a duly authorized officer without personal liability;

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- (ii) the Parent and each Vendor shall have performed or complied in all material respects with all of the terms, covenants and conditions of this Agreement to be performed or complied with by them at or prior to the Closing Time and the Purchaser shall have received a certificate of the Parent and each Vendor confirming the same signed by a duly authorized officer without personal liability;
 - (iii) from the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would reasonably be expected to result in a Material Adverse Effect and the Purchaser shall have received a certificate of the Parent and each Vendor confirming the same signed by a duly authorized officer without personal liability;
 - (iv) the Approvals shall have been obtained;
 - (v) there shall not be in effect any applicable domestic or foreign federal, national, state, provincial or local Law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, made, issued, adopted, promulgated or applied by a Governmental Entity that makes the consummation of the purchase and sale of the Purchased Shares illegal or otherwise prohibits or enjoins any Party from consummating the purchase and sale of the Purchased Shares;
 - (vi) at the Closing Time, the Purchased Shares shall represent at least 56.5% of the issued and outstanding MIC Shares and the Purchaser shall have received a certificate of the Parent and each Vendor confirming the same signed by a duly authorized officer without personal liability; and
 - (vii) the Closing shall include both the GFIH Shares and the GMIC Shares.
- (b) In case any term or covenant of any of the Parent or the Vendors or condition to be performed or complied with for the benefit of the Purchaser at or prior to the Closing Time shall not have been performed or complied with at or prior to the Closing Time in accordance with the terms of this Agreement, the Purchaser may, without limiting any other right that the Purchaser may have, waive compliance with any such term, covenant or condition in whole or in part without prejudice to any of its rights in the event of non-performance of the Parent or the Vendors of any other term, covenant or condition in whole or in part.

Section 7.2 Parent and Vendors' Conditions Precedent

- (a) The obligation of the Parent and each Vendor to complete or cause to be completed the transactions contemplated herein shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions which are for the exclusive benefit of the Parent and each Vendor:
- (i) the representations and warranties of the Purchaser set forth in Article 5, of the Guarantor set forth in Section 10.12(b) and, if applicable, of the Assignee pursuant to Section 10.3, shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time and the Parent and each Vendor shall have received a certificate of each of the Purchaser, the Guarantor and, if applicable, the Assignee confirming the same signed by a duly authorized officer without personal liability;
 - (ii) the Purchaser and, if applicable, the Assignee shall have performed or complied in all material respects with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchaser or, if applicable, the Assignee at or prior to the Closing Time and the Parent and each Vendor shall have received a certificate of the Purchaser and, if applicable, the Assignee, confirming the same signed by a duly authorized officer without personal liability;
 - (iii) the Approvals shall have been obtained;
 - (iv) there shall not be in effect any applicable domestic or foreign federal, national, state, provincial or local Law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, made, issued, adopted, promulgated or applied by a Governmental Entity that makes the consummation of the purchase and sale of the Purchased Shares or the transactions contemplated by this Agreement (including, for the avoidance of doubt, any payments necessary to effect the release of the GFIH Pledge pursuant to Section 8.8) illegal or otherwise prohibits or enjoins any Party or their affiliates from consummating the transactions contemplated by this Agreement;
 - (v) to the extent , in each case, necessary to satisfy the Indenture Objective, the USMI Approvals shall have been obtained.
- (b) In case any term or covenant of the Purchaser or condition to be performed or complied with for the benefit of each of the Parent and the Vendors at or prior to the Closing Time shall not have been performed or complied with at or prior to the Closing Time in accordance with the terms of this Agreement, the Parent and each Vendor may, without limiting any other right that the Parent and such Vendor may have, waive compliance with any such term, covenant or condition in whole or in part without prejudice to any of its rights in the event of non-performance of the Purchaser of any other term, covenant or condition in whole or in part.

**ARTICLE 8
COVENANTS**

Section 8.1 Actions to Satisfy Closing Conditions and Covenants

- (a) Unless otherwise specified in this Agreement including without limitation Section 8.7(b), each Party shall use its reasonable best efforts in taking all such actions as are within its power to control and causing other actions to be taken which are not within its power to control (including, (i) in respect of the Purchaser, to cause any affiliated Persons to take such actions and (ii) in respect of the Parent and each Vendor, to cause any affiliated Persons, including MIC and the Insurance Companies, to take such actions) so as to ensure compliance with each of the conditions and covenants in Article 7 and this Article 8 which are for the benefit of the other Parties.
- (b) Within ten Business Days of the execution of this Agreement or such other date as the Parties may agree, the Purchaser shall submit to the Commissioner a request for an advance ruling certificate pursuant to section 102 of the Competition Act, or in the alternative a ‘no-action’ letter, in respect of the transactions contemplated by this Agreement. Unless the Parties mutually agree not to take such action, within fifteen Business Days of the execution of this Agreement or such other date as the Parties may agree, the Purchaser shall, and the Parent shall use its commercially reasonable efforts to cause MIC to, each make a premerger notification filing in respect of the transactions contemplated by this Agreement with the Commissioner in accordance with Part IX of the Competition Act. The Purchaser and the Parent shall, and the Parent shall use its reasonable best efforts to cause MIC to, provide to the Commissioner at the earliest practicable date all additional information, documents or other materials that may be requested by the Commissioner in connection with his review of the transactions contemplated by this Agreement.
- (c) Within ten Business Days of the execution of this Agreement, the Purchaser shall file an application (the “**Insurance Application**”) seeking to obtain the Insurance Act Approval and shall supply as promptly as practicable any additional information and documentary material that may be requested by a Governmental Entity in connection with the Insurance Act Approval or pursuant to the Insurance Companies Act. The Insurance Application shall not propose any change to MIC’s existing business plan, nor shall it propose any other change to MIC or MIC’s capital structure, organizational documents and/or corporate policies that in the opinion of the Purchaser, acting reasonably, could reasonably be expected to extend in any material respect the time it takes to obtain the Insurance Act Approval.
- (d) The Guarantor and the Purchaser shall each use its best efforts to obtain the Approvals as soon as reasonably practicable but, in any event, no later than the Outside Date. For purposes of the foregoing, “best efforts” includes proposing, negotiating, agreeing to and effecting, by undertaking, consent agreement, hold separate agreement or otherwise: (A) the sale, divestiture, licensing or disposition of all or any part of the businesses or assets of the Purchaser, the Guarantor or their respective subsidiaries (including, for greater certainty, all or any of the Purchased Shares); (B) the termination of any the Purchaser’s, the Guarantor’s or their

respective subsidiaries' existing contractual rights, relationships and obligations, or entry into or amendment of any licensing arrangements; (C) the taking of any action that, after consummation of the transactions contemplated by this Agreement, would limit the freedom of action of, or impose any other requirement on, the Purchaser with respect to the operation of one or more of its businesses, including any change to its business plan as filed with the Insurance Application or otherwise with any insurance Governmental Entity; (D) any other remedial action whatsoever that may be necessary in order to obtain the Approvals prior to the Outside Date, and (E) the acknowledgement of OSFI's support principle letter in its standard form, provided that any such action is conditioned upon the completion of the transactions contemplated by this Agreement. The Guarantor and the Purchaser shall further use their respective best efforts to avoid, oppose, or seek to have lifted or rescinded, any application for, or any resulting injunction or restraining or other Order seeking to stop, or that otherwise adversely affects its ability to consummate, the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchaser, the Guarantor and their respective affiliates shall not be required to take any of the actions listed under items (A) through (E) of this paragraph to obtain the Approvals if such actions would, or would reasonably be expected to impose any conditions or restrictions on any businesses, product lines or assets of any entities other than (i) the Purchaser, the Guarantor and their respective subsidiaries, and (ii) from and after Closing, MIC and its subsidiaries, to the extent that any required actions can be effected, directly or indirectly, through ownership of the Purchased Shares and, for greater certainty, the foregoing shall not require any action or inaction by any nominee of the Purchaser and/or the Guarantor to the board of directors of MIC or its subsidiaries.

- (e) The Parties shall co-operate with each other in relation to, and keep the other Parties informed as to the status of, the proceedings relating to the Approvals. The Guarantor and the Purchaser, on the one hand, and the Parent and the Vendors on the other hand, shall provide each other with copies of all proposed applications, notifications, filings and other material communications to Governmental Entities in draft form, except to the extent such communications contain competitively sensitive information (in which case, in the case of Competition Act Approval, such information shall be provided on an external counsel-only basis) or information addressing confidential regulatory matters. The Guarantor and the Purchaser, on the one hand, and the Parent and the Vendors on the other hand, shall promptly notify the others of any material communication from any Governmental Entity in connection with the Approvals, including in the case of Competition Act Approval, a copy of such communication.
- (f) In connection with seeking the Approvals:
 - (i) neither the Guarantor nor the Purchaser, on the one hand, nor the Parent and the Vendors, on the other hand, shall participate, or permit its or their respective affiliates or representatives to participate (including in the case of the Parent and the Vendors, using commercially reasonable efforts to cause MIC not to participate), in any substantive meeting or discussion, either in person or by telephone, with any Governmental Entity in connection with seeking the Competition Act Approval, unless it or they consult(s) with the other(s) in advance and, to the extent not prohibited by such Governmental Entity, gives the other(s) the opportunity to attend and participate;

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- (ii) the Guarantor and the Purchaser, on the one hand, and the Parent and the Vendors, on the other hand, shall, to the extent reasonably practicable, consult with the other(s) in advance of and give the other(s) the opportunity to attend and participate in, any substantive meeting or discussion, either in person or by telephone, with any Governmental Entity in connection with seeking the Insurance Act Approval; and
 - (iii) the Guarantor and the Purchaser, on the one hand, and the Parent and the Vendors, on the other hand, shall allow the other(s) to have a reasonable opportunity to review in advance and comment on drafts of filings and submissions in connection with the Competition Act Approval and the Insurance Act Approval, and consider such comments in good faith.
- (g) The Guarantor and the Purchaser shall promptly notify the Parent and the Vendors, and the Parent and the Vendors shall promptly notify the Guarantor and the Purchaser upon:
- (i) becoming aware of any Order or any complaint requesting an Order restraining or enjoining the execution of this Agreement or the consummation of the transactions contemplated under this Agreement; or
 - (ii) receiving any notice from any Governmental Entity of its intention:
 - (A) to institute a suit or proceeding to restrain or enjoin the execution of this Agreement or the consummation of the transactions contemplated by this Agreement; or
 - (B) to nullify or render ineffective this Agreement or the transactions contemplated by this Agreement if consummated.
- (h) Following the Closing, the Purchaser shall not, directly or indirectly, resell, distribute or otherwise dispose of the Purchased Shares other than in compliance with applicable Law.
- (i) The Parent shall use its reasonable best efforts to cause some or all of the capital stock of USMI to be contributed to Genworth Holdings prior to the Closing (the “**USMI Contribution**”) so that the sale of the Purchased Shares and the transactions contemplated by this Agreement comply with the terms and conditions of the Indentures (the “**Indenture Objective**”). The USMI Contribution shall be conducted in accordance with all applicable rules and regulations of the U.S. Securities and Exchange Commission and other applicable Laws.

Section 8.2 Exclusivity

The Parent and the Vendors agree that from the date hereof until the earlier of: (a) if the Agreement is terminated other than pursuant to Section 9.1(a)(iv), then the Business Day following the date of such termination, and (b) if the Agreement is terminated pursuant to Section 9.1(a)(iv), then ten (10) Business Days following the date of such termination, neither they nor any of their affiliates will, directly or indirectly, except as expressly permitted by the following sentence, sell, transfer or dispose of, or agree to sell, transfer or dispose of, any Purchased Shares, or solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, or enter into any agreement, arrangement or understanding with, any Person (in each case, other than the Purchaser) relating to any sale, transfer or disposition of the Purchased Shares (each, a “**Competing Transaction**”), or take any other action of any kind which would reasonably be regarded as likely to reduce the success of, or materially delay or interfere with the completion of, the transactions contemplated by this Agreement. The Parent and the Vendors will be permitted to sell, transfer or dispose of, or agree to sell, transfer or dispose of, Purchased Shares pursuant to pro rata dispositions (in the aggregate) by the Vendors pursuant to share repurchase programs of MIC in effect from time to time provided that the price of any sale, transfer or disposition is below the Purchase Price. The Parent and the Vendors will, and will cause each of their respective affiliates to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, a Competing Transaction.

Section 8.3 Non-Solicitation

The Purchaser agrees that, until the later of (i) Closing and (ii) the termination of this Agreement in accordance with its terms, neither it nor any of its affiliates will, directly or indirectly, solicit, initiate, knowingly encourage or otherwise facilitate discussions (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Parent, either of the Vendors or their respective subsidiaries (including MIC and its subsidiaries)) with any third party regarding a Business Combination.

Section 8.4 Boards of Directors of MIC and the Insurance Companies

- (a) At or immediately after the Closing Time, the Parent shall cause the nominees of the Parent, other than the Chief Executive Officer of MIC, on the board of directors of each of MIC and the Insurance Companies, as applicable (the “**Parent Nominees**”), to resign from such positions.
- (b) The Parent and each Vendor shall use its commercially reasonable efforts to cause the board of directors of MIC to replace the vacancies created by the resignation of the Parent Nominees at or immediately after the Closing Time with nominees of the Purchaser, subject to compliance with applicable Laws and the terms of any of the Approvals and provided that each such nominee is qualified to act as a director in accordance with applicable Laws and stock exchange requirements.

Section 8.5 Registration Rights Agreement

At the Closing Time, the Vendors shall assign the Registration Rights Agreement to the Purchaser, and the Purchaser shall agree in writing to be subject to and bound by all the terms and conditions of the Registration Rights Agreement.

Section 8.6 Records and Assistance

- (a) The Purchaser shall take all reasonable steps to preserve and keep all copies of records of MIC delivered to it in connection with the completion of the transactions contemplated by this Agreement and, from and after Closing, shall use commercially reasonable efforts to cause MIC to preserve all of its records, in each case, for a period of at least six years from the Closing Date, or for any longer period as may be required by any Laws or Governmental Entity, and shall, subject to any confidentiality obligations owing to MIC, make such records available to the Vendors as may be reasonably requested by them from time to time. The Purchaser shall use commercially reasonable efforts to cause MIC to make such records available to the Vendors as may be reasonably requested by them from time to time.
- (b) Subject to any confidentiality obligations owing to MIC in respect of any data or other information regarding MIC or its business, the Vendors, the Parent and the Purchaser shall co-operate with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for (i) financial reporting, and (ii) the preparation of any tax filings in respect of any taxable periods including or preceding the transactions contemplated by this Agreement, and, prior to Closing, the Vendors and the Parent, and following Closing, the Purchaser, shall use commercially reasonable efforts to cause MIC to so co-operate.
- (c) Subject to any requirements to return or destroy any confidential information of MIC and its subsidiaries on or after Closing or any other obligations owing to MIC, the Vendors and the Parent shall take commercially reasonable steps to preserve and keep all copies of records in their respective control relating to MIC and, from and after Closing, shall preserve such records, in each case, for a period of at least six years from the Closing Date, or for any longer period as may be required by any Laws or Governmental Entity, and shall, subject to any confidentiality obligations owing to MIC, make such records available to the Purchaser as may be reasonably requested from time to time.
- (d) Prior to Closing, the Vendors and the Parent shall afford the Purchaser's Representatives (as defined in the Confidentiality Agreement) prompt access from time to time to such information on MIC's capital plan and such other information regarding MIC and its business that is shared by MIC with the Vendors and/or the Parent as may be reasonably requested by the Purchaser. Any information provided under this section will constitute "Confidential Information" under the Confidentiality Agreement and be received subject to the Confidentiality Agreement. In addition, the Vendors and the Parent shall each use commercially reasonable efforts prior to Closing to cause the Chief Financial Officer of MIC and such other personnel of MIC as the Purchaser may reasonably request to make themselves reasonably available to meet with the Purchaser and take such other reasonable steps as are necessary to enable the Guarantor to consolidate MIC in its financial reports after the Closing.

Section 8.7 Conduct Prior to Closing

From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned):

- (a) each Vendor and the Parent shall use commercially reasonable efforts to cause MIC to: (i) conduct its business in the ordinary course of business; and (ii) maintain and preserve intact MIC's current organization, business, franchise, credit ratings and regulatory standing (including its continued compliance with the Mortgage Insurer Capital Adequacy Test prescribed by OSFI) and to preserve the rights, franchises, goodwill and relationships of MIC's employees, customers, lenders, suppliers, regulators and others having business relationships with MIC or any of its subsidiaries;
- (b) each Vendor and the Parent shall not cause MIC to, and shall use commercially reasonable efforts to prevent MIC and its subsidiaries from taking, including by exercising the rights of such Vendor and the Parent under the Shareholder Agreement, any action that would cause any of the following to occur with respect to MIC or any of its subsidiaries:
 - (i) an amendment of the charter, by-laws or other organizational documents of MIC;
 - (ii) a split, combination or reclassification of any shares of capital stock of MIC;
 - (iii) an issuance or sale of any of capital stock by MIC, other than: (A) on conversion, exchange or exercise of options, warrants or other rights to purchase or obtain any of its capital stock outstanding on the date of this Agreement, and (B) the grant of options, warrants or other rights to purchase or obtain any of its capital stock (and any conversion, exchange or exercise thereof) in the ordinary course of business and consistent with past practice under MIC's existing equity compensation program;
 - (iv) an issuance or sale of any capital stock by a subsidiary of MIC, other than to MIC or a wholly-owned subsidiary of MIC;
 - (v) incurrence, assumption or guarantee of any material indebtedness for borrowed money to the extent of the rights of such Vendor and the Parent under the Shareholder Agreement, except, for certainty, current obligations and liabilities incurred in the ordinary course of business;
 - (vi) a sale or other disposition of any assets material to the business of MIC and its subsidiaries, taken as a whole, to the extent of the rights of such Vendor and the Parent under the Shareholder Agreement;

- (vii) an acquisition, by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any person or any division thereof for consideration, if such acquisition would be material to the business of MIC and its subsidiaries, taken as a whole, to the extent of the rights of such Vendor and the Parent under the Shareholder Agreement;
 - (viii) adoption by MIC of any plan of merger, consolidation, reorganization, liquidation or dissolution or the making by MIC or any subsidiary of a filing of a petition in bankruptcy under any provisions of bankruptcy Law or consent to the filing of any bankruptcy petition against it; and
 - (ix) entrance into any agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing;
- provided that, the foregoing shall not require any action or inaction by the Parent Nominees, and such obligations shall be limited to actions that may be taken by the Vendors in their capacities as shareholders of MIC and by the Parent and the Vendors as counterparties to certain agreements with MIC; and

- (c) except as required by Law or in connection with the Approvals, each Vendor and the Parent shall not enter into any agreement, or amend or terminate any existing agreement, between or among MIC or any of its subsidiaries, on the one hand, and a Vendor or the Parent or any of their respective affiliates (other than MIC and its subsidiaries) on the other hand.

Section 8.8 GFIH Pledge.

To the extent not prohibited by any applicable Law or Order, the Parent and each Vendor shall take all actions as may be necessary to ensure that any amounts that become due under the Genworth Term Loan Facility as a result of the transactions contemplated by this Agreement are paid to the applicable lenders under the Genworth Term Loan Facility substantially concurrently with the Closing so as to eliminate the GFIH Pledge substantially concurrently with the Closing; provided that nothing in this Section 8.8 shall be construed to require Parent, the Vendors or their affiliates to settle, or otherwise restrict Parent's, the Vendors' or their affiliates' discretion in defending, the Specified Matter. The Purchaser shall, at the sole cost and expense of the Parent and the Vendors, reasonably cooperate with the Parent and the Vendors to facilitate such repayment.

**ARTICLE 9
TERMINATION**

Section 9.1 Termination

- (a) This Agreement may be terminated at any time prior to the Closing Date:
 - (i) by the mutual written agreement of the Parties;

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- (ii) by any Party if the Closing has not occurred on or prior to the Outside Date, provided that the right to terminate this Agreement pursuant to this Section 9.1(a)(ii) shall not be available to a Party whose failure to fulfill any of its obligations under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;
 - (iii) by any Party if, after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the purchase and sale of the Purchased Shares illegal or otherwise permanently prohibits or enjoins the Parent, the Vendors or the Purchaser from consummating the transactions contemplated by this Agreement, and such Law has, if applicable, become final and non-appealable;
 - (iv) by the Purchaser if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Parent or the Vendors set forth in this Agreement, which breach or failure to perform would cause the conditions set forth in Section 7.1 not to be satisfied in any material respect, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of Section 9.1(b); or
 - (v) by the Parent and the Vendors if there has been a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Purchaser set forth in this Agreement, which breach or failure to perform would cause the conditions set forth in Section 7.2 not to be satisfied in any material respect, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 9.1(b).
- (b) The Purchaser may not elect to exercise its right to terminate this Agreement pursuant to Section 9.1(a)(iv) and the Parent and the Vendors may not elect to exercise this right to terminate this Agreement pursuant to Section 9.1(a)(v), unless the applicable Party seeking to terminate this Agreement (the “**Terminating Party**”) has delivered a written notice (“**Termination Notice**”) to the other Party (the “**Breaching Party**”) specifying in reasonable detail all breaches of covenants, or incorrect representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured promptly (with any intentional breach being deemed to be incurable), the Terminating Party may not exercise such termination right unless such matter has not been cured by the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party.
- (c) If this Agreement is terminated, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party, except that: (a) in the event of termination, Article 1, Section 8.2, this Article 9 and Article 10 shall survive, and (b) no Party shall be relieved of any liability for any breach by it of this Agreement.

ARTICLE 10
GENERAL

Section 10.1 Expenses

Except as otherwise provided in this Agreement, each Party shall pay their respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, as well as any other fees, costs and expenses incurred by them in connection herewith. The Purchaser shall be responsible for the filing fee in respect of Competition Act Approval.

Section 10.2 Public Notices

The Parties, acting reasonably, shall mutually agree on the form of initial press release to be issued by each of them with respect to the transactions contemplated by this Agreement as soon as practicable after execution of this Agreement (each, an “ **Approved Press Release** ”). All other public notices, press releases, and any other publicity concerning the transactions contemplated by this Agreement shall be consistent in all material respects with the contents of the Approved Press Releases. No Party shall issue any public notices, press releases or other publicity concerning the transactions contemplated by this Agreement that are not consistent in all material respects with the Approved Press Releases without the prior approval of the other Parties, such approval not to be unreasonably withheld, unless such disclosure is required to meet the timely disclosure obligations of any Party (or its affiliates) under applicable Laws and stock exchange rules, in which case a copy of such disclosure will be provided to the other Parties as soon as reasonably practicable following the time at which it is made to the applicable regulatory authority. For certainty, the Parties acknowledge that: (a) a copy of this Agreement will be filed publicly with applicable securities regulatory authorities; and (b) this Section 10.2 shall not serve to limit any disclosure by MIC or its subsidiaries.

Section 10.3 Benefit of the Agreement

This Agreement shall enure to the benefit and be binding upon the Parties and their respective successors and permitted assigns. Except as permitted by the immediately following sentence, no Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Parties. Prior to Closing, the Purchaser intends to assign this Agreement and all of its rights and obligations hereunder (the “ **Assignment** ”) to one of its affiliates (the “ **Assignee** ”), provided that, (i) in addition to one or more affiliates of the Guarantor, the direct or indirect investors in the Assignee may only be one or more institutional investors disclosed by the Purchaser to the Parent (and agreed to by the Parent) prior to the date of this Agreement and (ii) the investment structure by which the investors invest in the Assignee shall be consistent in all material respects with the investment structure informally proposed to OSFI by telephone conversation on August 8, 2019 and no single third party investor shall hold, directly or indirectly, an interest in the Assignee that is greater than the interest in the Assignee held, directly or indirectly, by the Guarantor or Brookfield Asset Management Inc. Notwithstanding any other provision of this Agreement, the Assignment is expressly permitted by this Agreement and shall not require the prior written consent of the Parent or either Vendor, provided that: (a) the Assignment shall not release the Purchaser from any liability or obligation under this Agreement; (b) the Assignee shall remain an affiliate of the Purchaser until after Closing; (c) the Purchaser shall not include investors or otherwise implement the Assignment in a manner that adversely affects the Purchaser’s ability to obtain all Approvals or impacts or delays in any material respect the timing of receipt thereof; and (d) the Assignee, in an instrument reasonably acceptable to Parent and Vendors, assumes the Purchaser’s obligations under this Agreement and makes for itself, to and for the benefit of Parent and the Vendors, each of the representations and warranties made by Purchaser herein.

Section 10.4 Notices

Unless otherwise expressly provided herein, any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section 10.4 referred to as a “ **Notice** ”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

- (a) if to the Parent and the Vendors:

c/o Genworth Financial, Inc.

6620 West Broad Street

Richmond, VA 23230, United States

Attention: Ward Bobitz and Rick Oelhafen

Email: Ward.Bobitz@genworth.com and Rick.Oelhafen@genworth.com

with a copy to (which shall not constitute Notice):

Osler, Hoskin & Harcourt LLP

100 King Street West

1 First Canadian Place, Suite 6200, P.O. Box 50

Toronto, ON M5X 1B8

Canada

Attention: Michael Innes and Alex Gorka

Email: MIInnes@osler.com and AGorka@osler.com

and to (which shall not constitute Notice):

Sullivan & Cromwell LLP

125 Broad Street

New York, New York 10004, United States

Attention: Mark J. Menting

Email: mentingm@sullcrom.com

- (b) if to Purchaser

Brookfield Business Partners L.P.

c/o Brookfield Asset Management

Brookfield Place

181 Bay Street Suite 300

Toronto, Ontario M5J 2T3

Attention: David Nowak
Email: David.Nowak@brookfield.com

with a copy to (which shall not constitute Notice):

Torys LLP
79 Wellington St. W., 30th Floor, Box 270
TD South Tower

Attention: Karrin Powys-Lybbe
Email: kpowys-lybbe@torys.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section 10.4.

Section 10.5 Governing Law

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

Section 10.6 Third Party Beneficiaries

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person other than the Parties. No Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 10.7 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Parties.

Section 10.8 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.9 Further Assurances

The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before, on or after the Closing Date.

Section 10.10 Remedies

Each of the Parties agrees that, in the event of any breach of this Agreement, the aggrieved Party (or Parties) shall be entitled to the remedy of specific performance of such covenants or commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief within the applicable statutory period.

Section 10.11 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by PDF and all such counterparts and PDFs shall together constitute one and the same agreement.

Section 10.12 Guarantee

- (a) The Guarantor hereby guarantees the due, prompt and faithful performance and discharge by, and compliance with, all of the obligations, covenants, terms, conditions and undertakings of the Purchaser (or the Assignee) under this Agreement in accordance with the terms hereof, including, for certainty, the payment of the Aggregate Purchase Price. If any default shall be made by the Purchaser (or the Assignee) in the performance of any such obligations, then Guarantor shall fully satisfy such obligation and make such payments upon written notice from the Vendors specifying such default. The Vendors shall not be required to initiate legal proceedings against the Purchaser (or the Assignee) prior to proceeding against the Guarantor under this Section 10.12.
- (b) The Guarantor represents and warrants as follows:
 - (i) the Guarantor is an exempted limited partnership governed by the laws of Bermuda, the general partner of the Guarantor is a company governed by the laws of Bermuda, and each of the Guarantor and its general partner are validly existing and in good standing under the laws of Bermuda;
 - (ii) the Guarantor and its general partner have all necessary power, authority and capacity to enter into this Agreement and carry out their obligations under this Agreement;
 - (iii) the execution and delivery by the general partner on behalf of the Guarantor of this Agreement and the performance by the general partner (in its capacity as general partner) and the Guarantor of their obligations hereunder have been duly approved by all requisite action of the Guarantor and its general partner; and
 - (iv) this Agreement constitutes a valid and binding obligation of the Guarantor and the general partner in its capacity as general partner of the Guarantor, enforceable against the Guarantor in accordance with its terms.

[Remainder of page intentionally left blank.]

IN WITNESS OF WHICH the Parties have executed this Agreement.

GENWORTH FINANCIAL, INC.

By: /s/ Kevin D. Schneider

Name: Kevin D. Schneider

Title: Executive Vice President and Chief Operating Officer

**GENWORTH FINANCIAL INTERNATIONAL
HOLDINGS, LLC**

By: /s/ Kevin D. Schneider

Name: Kevin D. Schneider

Title: President and Chief Executive Officer

**GENWORTH MORTGAGE INSURANCE
CORPORATION**

By: /s/ Rohit Gupta

Name: Rohit Gupta

Title: President and Chief Executive Officer

Share Purchase Agreement

BROOKFIELD BBP CANADA HOLDINGS INC.

By: /s/ David Nowak

Name: David Nowak

Title: Managing Partner

**BROOKFIELD BUSINESS PARTNERS L.P., solely for
purposes of Section 5.6, Article 8 and Article 10, by its
general partner BROOKFIELD BUSINESS PARTNERS
LIMITED**

By: /s/ Jane Sheere

Name: Jane Sheere

Title: Secretary

Share Purchase Agreement

SCHEDULE 1.1

PURCHASED SHARES

<u>Name of Vendor</u>	<u>Number and Class of MIC Shares</u>
Genworth Financial International Holdings, LLC	34,799,545 Common Shares
Genworth Mortgage Insurance Corporation	14,145,100 Common Shares

August 12, 2019

Genworth Financial, Inc.
6620 West Broad Street
Richmond, VA 23230
Attention: Ward Bobitz and Rick Oelhafen

US\$850,000,000 Senior Secured Credit Facility
Commitment Letter

Ladies and Gentlemen:

Brookfield Business Partners L.P. (“we” or “us” or the “Commitment Party”) and its affiliate Brookfield BBP Canada Holdings Inc. desire to enter into a share purchase agreement (the “Share Purchase Agreement”) with Genworth Financial, Inc., a Delaware corporation (the “Company” or “you”), Genworth Financial International Holdings, LLC (“GFIH”) and Genworth Mortgage Insurance Corporation (“GMIC” and, together with GFIH and the Company, the “Vendors”) with respect to the sale of shares of Genworth MI Canada Inc. owned by the Vendors.

As consideration for the Vendors entering into the Share Purchase Agreement and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, we are pleased to confirm to you our commitment to provide you with a US\$850,000,000 senior secured credit facility (the “Credit Facility”) on, and subject to, the terms and conditions set forth in the Summary of Principal Terms and Conditions attached hereto as Exhibit A (the “Term Sheet” and, together with this commitment letter, the “Commitment Letter”).

The only conditions to our commitments hereunder are (i) that the Share Purchase Agreement be entered into and remain in effect, (ii) that the Closing (as defined in the Share Purchase Agreement) has not occurred, and (iii) the other conditions precedent expressly referenced in the Term Sheet.

Each of the parties hereto agrees, upon entering into of the Share Purchase Agreement, to negotiate in good faith and as promptly as reasonably practicable definitive documentation with respect to the Credit Facility in a manner consistent with this Commitment Letter and the Term Sheet, it being acknowledged and agreed that the commitment provided hereunder is subject only to the conditions precedent expressly set forth herein and in the Term Sheet.

This Commitment Letter, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way to this Commitment Letter, or the negotiation, execution or performance of this Commitment Letter or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of New York. With respect to all matters relating to this Commitment Letter, you and we each hereby irrevocably and unconditionally (i) submit to the jurisdiction of the U.S. District Court for the Southern District of New York State or, if that court does not have subject matter jurisdiction, in any State court located in the City and County of New York; (ii) agree that all claims related to this Commitment Letter shall be brought, heard and determined exclusively in such courts, (iii) waive, to the fullest extent you and we may effectively do so, any objection to the laying of venue of any suit, action or proceeding brought in any court referred to in clause (i) above or any claim that any such suit, action or proceeding has been brought in an inconvenient forum, (iv) agree that a final judgment of such courts shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and (v) waive any immunity (sovereign or otherwise) from jurisdiction of any court or from any legal process or setoff to which you or we or your or our properties or assets may

be entitled. Nothing herein will affect the right of any party hereto to serve legal process in any other manner permitted by law. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Commitment Letter or the transactions contemplated hereby or the actions of the parties hereto in the negotiation, performance or enforcement hereof. This Commitment Letter may not be assigned by any party without the prior written consent of each other party (and any purported assignment without such consent will be null and void)

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to the Commitment Party executed counterparts hereof and thereof not later than 5:00 p.m., New York City time, on August [], 2019. The Commitment Party's commitments and agreements herein will expire at such time in the event that the Commitment Party has not received such executed counterparts in accordance with the immediately preceding sentence. This Commitment Letter and the commitments and agreements of the Commitment Party herein, if timely accepted and agreed to by the Company, shall automatically terminate upon the first to occur of (a) the execution and delivery of the definitive credit agreement in respect of the Credit Facility, (b) the valid termination of the Share Purchase Agreement in accordance with its terms and (c) 5:00 p.m., New York City time, on June 15, 2020 (the earliest date set forth in clauses (a) through (c), the "Termination Date").

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the definitive documentation with respect to the Credit Facility by the parties hereto in a manner consistent with this Commitment Letter; *provided* that nothing contained in this Commitment Letter obligates you or any of your affiliates to draw upon any part of the Credit Facility.

[Signature pages follow.]

Very truly yours,

BROOKFIELD BUSINESS PARTNERS L.P.
by its general partner BROOKFIELD BUSINESS
PARTNERS LIMITED

By: /s/ Jane Sheere

Name: Jane Sheere

Title: Secretary

[Signature page to Commitment Letter]

Accepted and agreed to as of
the date first written above:

GENWORTH FINANCIAL INC.

By /s/ Kevin D. Schneider
Name: Kevin D. Schneider
Title: Executive Vice President and Chief Operating
Officer

[Signature page to Commitment Letter]

EXHIBIT A

Genworth Holdings, Inc. Summary of Terms and Conditions – Senior Secured Credit Facility

Borrower:	Genworth Holdings, Inc. (the “Borrower”).
Lead Arranger:	Brookfield Business Partners L.P. (the “Lead Arranger”).
Initial Lender:	The Lead Arranger.
Administrative Agent:	To be mutually agreed between the Borrower and the Lead Arranger.
Credit Facility:	Up to US\$850,000,000 (the “Credit Facility”), fully underwritten by the Lead Arranger.
Issue Price:	100%.
Closing Date:	The date of satisfaction of the conditions precedent to the borrowing under the Credit Facility and the initial advance thereunder.
Maturity Date:	December 31, 2020, or such earlier date as the Acquisition (as defined below) is completed.
Guarantors:	Same as guarantors under the credit agreement dated as of March 7, 2018 between the Borrower, as borrower, Genworth Financial, Inc. (the “Parent”), Goldman Sachs Lending Partners LLC, as agent, and the lenders party thereto (the “Existing Credit Agreement”), including (on a limited recourse basis) Genworth Financial International Holdings, LLC (“GFIH”).
Security:	The Credit Facility will be secured by a first ranking pledge of the 34.8 million common shares of Genworth MI Canada Inc. (“MIC”) owned by GFIH (the “Pledged Shares”), as such number may be adjusted by buybacks permitted by Negative Covenants below.
Purpose:	To (a) repay existing indebtedness of the Borrower, including existing indebtedness under (i) the Existing Credit Agreement, and (ii) the 7.7 % Senior Notes due June 2020 and (b) for general corporate purposes.
Availability:	<ul style="list-style-type: none">• Single draw no later than June 15, 2020.• No reborrowing of repaid amounts.
Availment:	A U.S. dollar loan bearing interest in U.S. dollars as specified below.
Interest Rate:	LIBOR plus 450 bps per annum, payable every 3 months. If the Share Purchase Agreement (as defined below) is terminated by the Purchaser (as defined in the Share Purchase Agreement) pursuant to Section 9.1(a)(iv) of the Share Purchase Agreement, the interest rate on the Credit Facility will increase by an additional 500 bps per annum. Overdue amounts under the Credit Facility will bear interest at a rate 2% per annum above the rate otherwise applicable.

EXHIBIT A

Genworth Holdings, Inc.
Summary of Terms and Conditions – Senior Secured Credit Facility

Mandatory Prepayments:	<p>The Borrower shall apply the following amounts to permanently repay and reduce the Credit Facility:</p> <ul style="list-style-type: none">• the net proceeds of any bond or equity issuance (including preferred equity) by the Borrower following the Closing Date (other than issuances required to refinance existing bonds and credit facilities of the Borrower and other exceptions to be agreed).• the net proceeds of asset sales on terms substantially consistent with the Existing Credit Agreement.• The amount, if any, by which the amount outstanding under the Credit Facility exceeds 80 percent of the value of the Pledged Shares (determined based on the volume weighted average price per share for the 30-day period ending as of the end of each month).• The proceeds of the purchase price paid upon closing of the Acquisition.
Amortization:	<p>None. The Credit Facility is repayable in full on the Maturity Date.</p>
Voluntary Prepayments:	<p>Permitted at any time without penalty, subject to a notice period to be agreed.</p>
Financial Covenants:	<p>Same as Existing Credit Agreement, except that the Maximum LTV Ratio shall be consistent with the 80 percent test set forth in Mandatory Repayments above and adjusted monthly.</p>
Representations and Warranties:	<p>Substantially similar to the Existing Credit Agreement, and to include absence of any encumbrances on the Pledged Shares.</p>
Positive Covenants:	<p>Positive and reporting covenants substantially similar to the Existing Credit Agreement, and to include (i) MIC maintaining 100% ownership of GFMICC, (ii) using commercially reasonable efforts to maintain a rating for MIC, and (iii) maintenance of compliance with minimum regulatory capital requirements for MIC.</p>
Negative Covenants:	<p>Substantially similar to the Existing Credit Agreement, including limitations on the Borrower's ability to:</p> <ul style="list-style-type: none">• Incur or suffer to exist any debt;• create or suffer to exist any liens, other than permitted liens to be agreed;• make any equity distributions or other restricted payments;• sell, transfer or encumber the Pledged Shares (it being understood and agreed that buybacks by MIC as permitted by the Share Purchase Agreement shall be permitted);• make acquisitions and investments; and

EXHIBIT A

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- permit the incurrence of debt in MIC and its subsidiaries (it being understood and agreed that any debt permitted by the Share Purchase Agreement shall be permitted).

Such negative covenants shall be subject to exceptions and permitted baskets substantially similar to the Existing Credit Agreement.

**Conditions
Precedent:**

Limited to the following:

- no Material Adverse Effect (as defined in the Share Purchase Agreement between the Lead Arranger, the Borrower and others dated the date hereof (the “Share Purchase Agreement”) in respect of the acquisition of the Pledged Shares (the “Acquisition”)) shall have occurred since the date of signing of the Share Purchase Agreement that would permit the Purchaser to terminate the Share Purchase Agreement;
- necessary regulatory approvals for the completion of the Acquisition pursuant to the Share Purchase Agreement have not been obtained by October 31, 2019;
- compliance by the Borrower and affiliates with their obligations under the Share Purchase Agreement in all material respects;
- The amount advanced under the Credit Facility will not exceed 80% of the market value of the Pledged Shares (based on the volume weighted average price per share for the 30-day period ending on that date);
- Receipt of an executed Credit Agreement (based on the Existing Credit Agreement, with the changes contemplated by this Term Sheet) and share pledge agreement in respect of the Credit Facility and customary related credit and security documents (collectively, the “Credit Documents”), in form and substance consistent with the terms hereof and otherwise reasonably satisfactory to the Lead Arranger;
- Representations and warranties under the Credit Facility true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects) and no default under Credit Facility;
- Customary legal opinions of U.S. and Canadian counsel to the Borrower reasonably satisfactory to the Lead Arranger;
- Receipt of all necessary regulatory, shareholder and other material consents and approvals applicable to the Borrower and MIC required to enter into the Credit Facility (it being acknowledged that any realization on the Pledged Shares will be subject to regulatory approval);
- No order preventing, and no claim or judicial or administrative proceeding pending, before or by any governmental authority, (i) for the purpose of enjoining or preventing the consummation of the Acquisition or the ability of the Borrower to enter into the Credit Facility, or (ii) giving rise or that could reasonably be expected to

EXHIBIT A

Genworth Holdings, Inc.
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give rise to an adverse claim against the Pledged Shares or to the inability of the vendors to satisfy the closing conditions in the Share Purchase Agreement;

- Solvency certificate and other customary closing certificates;
- customary KYC/AML/beneficial ownership information;
- payment of reasonable out-of-pocket legal expenses of the Lead Arranger and the Administrative Agent;
- borrowing notice; and
- customary evidence that the Existing Credit Agreement shall have been repaid and the related security over the Pledged Shares shall have been released substantially contemporaneously with the advance.

Events of Default: Substantially consistent with the Existing Credit Agreement, except that the material judgments default shall be amended to provide that, in the case of a non-US judgment, no Event of Default will occur until a U.S. court has issued an order or judgment in favor of the judgment creditor enforcing the judgment or allowing the attachment of assets of any Specified Loan Parties or any of their Restricted Subsidiaries to enforce such judgment.

Voting: Amendments and waivers require approval of Lenders representing greater than 50% of the aggregate amount of the loans and commitments. Substantially consistent with the Existing Credit Agreement, certain changes relating to commitments, rates, term, ranking, voting and release of collateral will require unanimous approval or approval of each Lender directly affected thereby.

Assignments & Participations: The Lenders will be permitted to assign and participate their loans and commitments on customary terms.

Governing Law: New York

News Release

6620 West Broad Street
Richmond, VA 23230



Brookfield Business Partners to Acquire Genworth's Stake in Genworth MI Canada Inc. Genworth and Oceanwide Agree to Extend Merger Agreement

Richmond, VA (August 13, 2019) – Genworth Financial, Inc. (NYSE: GNW) (“Genworth”) and Brookfield Business Partners L.P. (NYSE: BBU) (TSX: BBU.UN) (“Brookfield Business Partners”) today announced an agreement for Brookfield Business Partners to purchase Genworth’s majority interest in Genworth MI Canada Inc. (Genworth Canada). Genworth Canada is the largest private sector residential mortgage insurer in Canada.

Pursuant to the share purchase agreement, Genworth Financial International Holdings, LLC (GFIH) and Genworth Mortgage Insurance Corporation (GMIC), each wholly owned indirect subsidiaries of Genworth, will sell all of the common shares in Genworth Canada (TSX: MIC, Head office: 2060 Winston Park Drive, Suite 300, Oakville, Ontario L6H 5R7) owned by them to Brookfield Business Partners (the “Transaction”). Genworth’s shares represent approximately 56.9% of Genworth Canada’s issued and outstanding common shares (the “Purchased Shares”).

GFIH currently holds 34,799,545 common shares, representing approximately 40.5% of Genworth Canada’s outstanding common shares, and GMIC currently holds 14,145,100 common shares, representing approximately 16.4% of Genworth Canada’s outstanding common shares. Upon closing of the Transaction, Genworth will no longer have beneficial ownership, control or direction over the Purchased Shares.

The purchase price is CAD\$48.86 per share, reflecting a total transaction value of approximately CAD\$2.4 billion. The purchase price is subject to certain adjustments, including for Genworth Canada’s payment of special dividends prior to the closing of the Transaction. Net cash proceeds from the transaction after adjusting for foreign exchange, fees and expenses are estimated to be approximately USD\$1.8 billion.

The sale is targeted to close by the end of 2019 and is subject to other customary conditions, including approval under the *Insurance Companies Act* (Canada) and *Competition Act* (Canada).

Brookfield Business Partners also has agreed to provide Genworth Financial, Inc., with up to USD\$850 million in bridge financing in the event regulatory approvals for the Transaction are not received by October 31, 2019.

As previously disclosed, Genworth is selling its stake in Genworth Canada to increase the likelihood of subsequently completing the acquisition of Genworth by China Oceanwide Holdings Group Co., Ltd. (Oceanwide) and its affiliates (the “Oceanwide Transaction”). Oceanwide has consented to the Transaction. In connection with Oceanwide’s consent to the Transaction, Genworth and Oceanwide entered into the 12th Waiver and Agreement extending the merger agreement deadline to not later than December 31, 2019.

Once all other regulatory processes are complete, the Oceanwide Transaction will still require clearance in China for currency conversion.

Genworth also believes that the sale of its stake in Genworth Canada would allow it to increase its financial flexibility, whether or not the Oceanwide Transaction is consummated. If the Transaction is not consummated, Genworth may decide to retain the Purchased Shares for investment purposes or to explore alternatives with respect to the Purchased Shares, which may include decreasing its beneficial ownership, control and direction over common shares of Genworth Canada through market transactions, private agreements or otherwise.

“We are pleased to find such a high-caliber buyer for our interest in Genworth Canada,” said Tom McInerney, president and CEO of Genworth Financial, noting that Brookfield Business Partners has a strong reputation as a long-term focused investor and offers deep expertise in the insurance and residential real estate sectors. “We look forward to working with Brookfield Business Partners through the sale process and required regulatory approvals and, ultimately, moving forward with our long-awaited closing of our merger with Oceanwide.”

Added LU Zhiqiang, chairman of Oceanwide: “We are pleased with the quality of the buyer as well as the purchase price they have offered. We share Genworth’s commitment to bringing this process to a successful conclusion and closing the transaction as soon as possible.”

Goldman Sachs & Co. LLC and Lazard Frères & Co. LLC are acting as financial advisors to Genworth. Osler, Hoskin & Harcourt LLP and Sullivan & Cromwell LLP are acting as legal advisors to Genworth and Richards, Layton & Finger is acting as legal advisor to the Genworth Board of Directors.

About Genworth Financial

Genworth Financial, Inc. (NYSE: GNW) is a Fortune 500 insurance holding company committed to helping families achieve the dream of homeownership and address the financial challenges of aging through its leadership positions in mortgage insurance and long term care insurance. Headquartered in Richmond, Virginia, Genworth traces its roots back to 1871 and became a public company in 2004. For more information, visit genworth.com.

From time to time, Genworth releases important information via postings on its corporate website. Accordingly, investors and other interested parties are encouraged to enroll to receive automatic email alerts and Really Simple Syndication (RSS) feeds regarding new postings. Enrollment information is found under the "Investors" section of genworth.com. From time to time, Genworth's publicly traded subsidiaries, Genworth MI Canada Inc. and Genworth Mortgage Insurance Australia Limited, separately release financial and other information about their operations. This information can be found at <http://genworth.ca> and <http://www.genworth.com.au>.

Cautionary Note Regarding Forward-Looking Statements

This press release may contain certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by words such as "expects," "intends," "anticipates," "plans," "believes," "seeks," "estimates," "will" or words of similar meaning and include, but are not limited to, statements regarding the sale of Genworth Canada and the closing of the China Oceanwide Transaction. Forward-looking statements are based on management's current expectations and assumptions, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Actual outcomes and results may differ materially from those in the forward-looking statements and factors that may cause such a difference include, but are not limited to, risks and uncertainties related to: (i) the risk that the Transaction may not be completed in a timely manner or at all, which may adversely affect Genworth's business and the price of Genworth's common stock and the Purchased Shares; (ii) the ability of the parties to obtain regulatory approvals, or the possibility that they may delay the Transaction or that materially burdensome or adverse regulatory conditions may be imposed in connection with any such regulatory approvals; (iii) the risk that a condition to closing of the Transaction may not be satisfied or the risk that the China Oceanwide Transaction might not close regardless of a sale of Genworth Canada; (iv) continued availability of capital and financing to Genworth before the consummation of the Transaction; (v) changes in applicable laws or regulations; (vi) Genworth's ability to recognize the anticipated benefits of the Transaction; (vii) Genworth's and/or Oceanwide's inability to obtain regulatory approvals or clearances, or the possibility that regulatory approvals may further delay the Oceanwide Transaction or will not be received prior to December 31, 2019 (and either or both of the parties may not be willing to further waive their End Date termination rights beyond December 31, 2019) or that materially burdensome or adverse regulatory conditions may be imposed in connection with any such regulatory approvals or clearances (including those conditions that either or both of the parties may be unwilling to accept) or that with continuing delays, circumstances may arise that make one or both parties unwilling to proceed with the Oceanwide Transaction or unable to comply with the conditions to existing regulatory approvals; (viii) the impact of changes in interest rates and political instability; (ix) further rating agency actions and downgrades in Genworth's financial strength ratings; (x) the amount of the costs, fees, expenses and other charges related to the commitment letter from Brookfield Business Partners; (xi) market conditions that may make it difficult to obtain funding; (xii) potential further impairments to Genworth's access to funding due to its credit or financial strength ratings and its financial condition; (xiii) the sufficiency of Genworth's internal liquidity sources to meet its needs and its access to capital may be limited or unavailable; (xiv) the risk that the Oceanwide Transaction may not be completed in a timely manner or at all; (xv) the parties' inability to obtain regulatory approvals or clearances, or the possibility that regulatory approvals may further delay the Oceanwide Transaction; and (xvi) the risk that existing and potential legal proceedings may be instituted against Genworth in connection with the Transaction or the Oceanwide Transaction that may delay the Transaction or the Oceanwide Transaction, make them more costly or ultimately preclude them. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Actual results may vary materially from those contained in the forward-looking statements. Accordingly, forward-looking statements should not be relied upon as representing Genworth's views as of any subsequent date, and Genworth does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

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To obtain a copy of the report filed in connection with the Transaction pursuant to *National Instrument 62-103 - The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*, containing the information required on Form 62-103F1, please contact Investor Relations at investorinfo@genworth.com.