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September 7, 2018

By Hand Delivery

The Honorable Joel H. Peck
Clerk of the Commission
State Corporation Commission
Document Control Center
Tyler Building
1300 E. Main Street
Richmond, VA 23219

Re: Supplement to the Form A Statement Regarding the Acquisition of Control of Genworth Life and Annuity Insurance Company and Jamestown Life Insurance Company (the "Domestic Insurers") by China Oceanwide Holdings Group Co., Ltd. and certain of its affiliates
Case No.: INS-2016-00289

Dear Clerk Peck:

On behalf of, and in reliance upon information provided by, the Applicants (as defined below), we are submitting an original and 15 hard copies of this letter and the attachments hereto (together, this "Supplement") as a supplemental filing to the Form A Statement Regarding the Acquisition of Control of the Domestic Insurers (including exhibits) pursuant to Section 38.2-1323 of the Code of Virginia and 14 VAC 5-260 of the Virginia Administrative Code that was filed with the Bureau of Insurance (the "Bureau") on December 8, 2016 (the "Initial Application"), as amended by the Amendment to Form A Statement Regarding the Acquisition of Control of the Domestic Insurers that was filed with the Bureau on June 1, 2018 (the "Amended Application" and, together with the Initial Application and all supplements submitted prior to the date hereof in connection therewith, the "Application"). Capitalized terms used but not defined herein shall have the respective meanings given to them in the Application.

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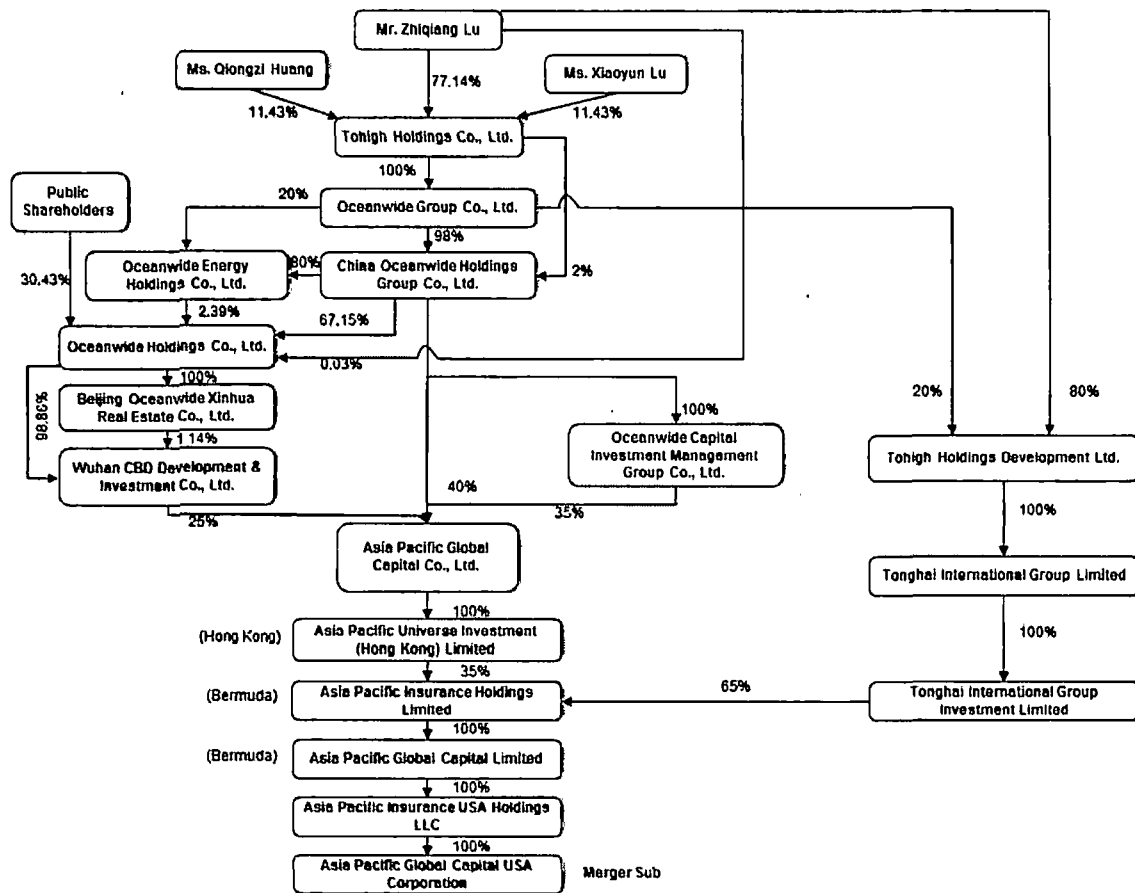
This Supplement primarily reflects changes to the Application relating to a proposed contingent funding structure for the Proposed Acquisition. Due to international economic and political developments, including Chinese foreign exchange controls, the Applicants have developed a contingent approach to funding the approximately \$2.7 billion Aggregate Merger Consideration to be paid at closing of the Proposed Acquisition. Under this approach, described in further detail below, China Oceanwide and its relevant affiliates will continue to pursue Chinese regulatory approval of the original funding structure reflected in the Application (the "Original Funding Structure"), while simultaneously seeking approval of the contingent funding structure (the "Contingent Funding Structure") described herein. This Supplement includes information about the new entities that would be involved as part of the Contingent Funding Structure, and these entities are being added to the Application as Applicants. It also reflects certain other updates since the Amended Application was filed.

Overview of Contingent Funding Structure

Under both the Original Funding Structure and the Contingent Funding Structure, entities controlled by Mr. Zhiqiang Lu ("Chairman Lu") would provide 100% of the required equity funding for the approximately \$2.7 billion Aggregate Merger Consideration to be paid at closing of the Proposed Acquisition to Asia Pacific Global Capital Co., Ltd. ("Asia Pacific"). Under the Original Funding Structure, the entirety of the equity funding would be sourced from Mainland China entities, with the respective percentage shares of such equity funding being equal to 40% for China Oceanwide, 35% for Oceanwide Capital and 25% for Wuhan.

Under the Contingent Funding Structure, approximately 35% of the aggregate equity funding would continue to be provided by the above-mentioned Mainland China-based entities, in the same relative proportions, and the remaining 65% would be funded by Chairman Lu through three entities incorporated in the British Virgin Islands ("BVI") and controlled by Chairman Lu. These three BVI entities are recently formed holding companies jointly owned, directly or indirectly, by Chairman Lu and Oceanwide Group.

Please see below an illustrative and simplified organizational chart showing the identities of, and interrelationships among, the entities connected with the Contingent Funding Structure. The persons and entities in blue in the below chart represent those entities connected with the Original Funding Structure and identified as "Applicants" or "Acquiring Parties" in the Application (collectively, the "Original Applicants"). The persons and entities in red in the below chart represent those entities connected with the second (offshore) channel of the Contingent Funding Structure (such entities, the "New Applicants" or "New Acquiring Parties", and together with the Original Applicants, the "Applicants" or "Acquiring Parties"). The New Applicants consist solely of recently formed holding companies jointly owned, directly or indirectly, by Chairman Lu and one of the Original Applicants, Oceanwide Group.



As the above chart shows, the entities under the two funding “channels” (Mainland China and offshore) are ultimately controlled by Chairman Lu. With respect to the two funding “channels”:

- As indicated above, the first “channel” is the same as the Original Funding Structure, such that, subject to approval by relevant PRC regulatory authorities, approximately \$945 million, or 35%, of the Aggregate Merger Consideration, would be funded through Asia Pacific by means of cash contributions from each of China Oceanwide, Oceanwide Capital and Wuhan. As indicated in the Application, each of Wuhan, China Oceanwide and Oceanwide Capital is consolidated into Oceanwide Group which, through its direct and indirect subsidiaries, has sufficient cash, cash equivalents and available for sale financial assets on its balance sheet to cause such cash contributions to be made.
- The second “channel” involves “offshore” entities based outside of Mainland China. Under this channel, as illustrated by the simplified organization chart of the Contingent Funding Structure above, approximately \$1.755 billion, or 65%, of the Aggregate Merger Consideration, would be funded through Asia Pacific Insurance Holdings Limited (“Asia Pacific Insurance”), an indirect subsidiary of Asia Pacific, by Tonghai International Group Investment Limited (“Tonghai International Group Investment”), a company

incorporated in BVI. Tonghai International Group Investment is directly owned by Tonghai International Group Limited (“Tonghai International Group”), a BVI company, which in turn will be directly owned by Tohigh Holdings Development Limited (“Tohigh BVI”), a newly-formed BVI company. Tohigh BVI will be directly owned 20% by Oceanwide Group and 80% by Chairman Lu in his individual capacity. The ownership of Asia Pacific and Oceanwide Group will remain the same as under the Original Funding Structure (as presented in the Initial Application and Amended Application).

No later than the closing of the Proposed Acquisition, Tonghai International Group will be primarily funded by the offshore assets and earned income of Oceanwide Group and its affiliates and directly by Chairman Lu, and/or, to the extent necessary or advisable, one or more bridge loans will be entered into by Tonghai International Group or its affiliates. In the event Tonghai International Group borrows under bridge loans, its obligations under such loans would be guaranteed, or secured by a pledge of assets owned, by Oceanwide Group and/or its affiliates, and such loans would be repaid through the assets and earned income of Oceanwide Group and its affiliates. Under no circumstances would interests in Genworth or any of its subsidiaries be used as security for any bridge loan and repayment of the loans would not depend on any future dividends from Genworth or any of its subsidiaries.

The New Applicants, which will become Acquiring Parties in the Contingent Funding Structure are:

- **Tohigh BVI:** Tohigh BVI will be directly owned 20% by Oceanwide Group and 80% by Chairman Lu in his individual capacity, and will own 100% of Tonghai International Group. In the event the Contingent Funding Structure is put in place, Tohigh BVI would hold a 65% indirect interest in the Domestic Insurers following the Merger.
- **Tonghai International Group:** Tonghai International Group, a BVI company, owns 100% of Tonghai International Group Investment. In the event the Contingent Funding Structure is put in place, Tonghai International Group would hold a 65% interest in the Domestic Insurers.
- **Tonghai International Group Investment:** In the event the Contingent Funding Structure is put in place, Tonghai International Group Investment, a BVI company, would hold 65% of Asia Pacific Insurance (and, indirectly, a 65% interest in the Domestic Insurers), and would contribute 65% of the Aggregate Merger Consideration to Asia Pacific Insurance.

This Supplement and the attachments submitted herewith include information and documentation respecting each of the above New Applicants as required pursuant to Section

38.2-1324 of the Code of Virginia and 14 VAC 5-260 of the Virginia Administrative Code.¹ Note, further, that the parties have determined that it will be more advantageous for Asia Pacific Insurance USA Holdings Corporation, the direct parent of Merger Sub, to convert into a Delaware limited liability company prior to the Merger. This is intended to occur regardless of whether the Original Funding Structure or the Contingent Funding Structure is deployed.

Overview of Other Updates Reflected in this Supplement

- This Supplement reflects that the Parent has agreed to make, or cause certain of its affiliates to make, capital contributions of approximately \$1,500,000,000 in aggregate to Genworth between the consummation of the Merger and March 31, 2020, subject to (i) the occurrence of the closing of the Proposed Acquisition and (ii) the making of any governmental filings and receipt of required approvals with respect to such capital contributions.
- Since the filing of the Amended Application, Asia Pacific, Merger Sub and Genworth have entered into a Fifth Waiver and Agreement, dated as of June 28, 2018 (the “Fifth Waiver”), and a Sixth Waiver and Agreement, dated as of August 14, 2018 (the “Sixth Waiver”), together extending the termination date of the Proposed Acquisition to December 1, 2018. Copies of the Fifth Waiver and Sixth Waiver are attached as **Exhibit 1** to this Supplement.
- As reflected in the Sixth Waiver, the parties to the Merger Agreement have waived the “unstacking” condition under the Merger Agreement and certain covenants relating to the approvals required to pursue the unstacking, and Genworth has waived Asia Pacific’s obligation to contribute \$525,000,000 to Genworth to facilitate the unstacking.
- As also reflected in the Sixth Waiver, Genworth has waived Asia Pacific’s obligation to contribute \$600,000,000 to Genworth for the repayment of Genworth’s 6.515% senior unsecured notes due May 2018, which were refinanced earlier in the year and repaid at maturity.
- As described in Item 5 below, this Supplement identifies the nine members of Genworth’s Board of Directors following the Merger, and provides as an exhibit copies of NAIC biographical affidavits for such individuals, to the extent not previously provided to the Bureau.
- This Supplement updates certain information relating to regulatory approvals pertaining to the Proposed Acquisition and to the Mitigation Agreement referenced in the Amended Application.

¹ Required information, updated as need be, with respect to the Original Applicants was previously submitted to the Bureau in connection with the Application.

Item 1 – Insurers and Method of Acquisition

The following supplements the statements set forth under Item 1 of the Amended Application:

- The description of the method of acquisition of control and the Acquiring Persons is hereby supplemented to reflect the New Applicants and the Contingent Funding Structure. As noted above, China Oceanwide and its relevant affiliates will continue to pursue Chinese regulatory approval of the Original Funding Structure, but are hereby seeking approval of the Contingent Funding Structure.
- In addition, as described above, Asia Pacific Insurance USA Holdings Corporation, the direct parent of Merger Sub, will convert into a Delaware limited liability company prior to the Merger.
- The description of the regulatory approvals required as conditions for the closing of the Merger under the Merger Agreement in the Amended Application is hereby supplemented to reflect the fact that CFIUS completed its review of the Proposed Acquisition on June 8, 2018 and concluded that there are no unresolved national security concerns with respect to the Proposed Acquisition. In addition, the approval of the Reserve Bank of New Zealand expired on July 1, 2018. Supplemental filings are being made with applicable regulators to reflect the Contingent Funding Structure and New Applicants and other updates discussed in this Supplement, and to determine, where applicable, whether existing approvals will remain in place following the changes reflected herein.
- As reflected in the Sixth Waiver attached as a supplement to **Exhibit 1** hereto: (i) the parties to the Merger Agreement have waived the “unstacking” condition under the Merger Agreement and certain covenants relating to the approvals required to pursue the unstacking, and Genworth has waived Asia Pacific’s obligation to contribute \$525,000,000 to Genworth to facilitate the unstacking; and (ii) Genworth has waived Asia Pacific’s obligation to contribute \$600,000,000 to Genworth for the repayment of Genworth’s 6.515% senior unsecured notes due May 2018 – which notes were repaid in full at maturity, using Genworth’s cash on hand together with the proceeds from a \$450 million senior secured term loan, in which an affiliate of China Oceanwide was the lead investor with a \$60 million allocation.
- With respect to the capital investment plan referred to in Item 1 of the Amended Application, the Parent has agreed to make, or cause certain of its affiliates to make, capital contributions of approximately \$1,500,000,000 in the aggregate to Genworth between the consummation of the Merger and March 31, 2020, subject to (i) the

occurrence of the closing of the Proposed Acquisition and (ii) any governmental filings or approvals with respect to such capital contributions.

Item 2 - Identity and Background of the New Applicants

The names and principal business addresses of the New Applicants are as follows:

Tohigh Holdings Development Limited
66/F., BOC Tower, 1 Garden Road, Central, Hong Kong

Tonghai International Group Limited
66/F., BOC Tower, 1 Garden Road, Central, Hong Kong

Tonghai International Group Investment Limited
66/F., BOC Tower, 1 Garden Road, Central, Hong Kong

The following presents the principal business activities of the New Applicants:

Tohigh BVI

Tohigh BVI was incorporated in BVI in July 2018 and will be directly owned 20% by Oceanwide Group and 80% by Chairman Lu. Tohigh BVI currently has no operations.

Tonghai International Group

Tonghai International Group was incorporated in BVI in November 2017 and will be a direct and wholly owned subsidiary of Tohigh BVI. Tonghai International Group currently has no operations.

Tonghai International Group Investment

Tonghai International Group Investment was incorporated in BVI in June 2018 and is a direct and wholly owned subsidiary of Tonghai International Group. Tonghai International Group Investment currently has no operations.

A pre-transaction organizational chart presenting the identities of and the interrelationships among the Original Applicants and their affiliates under the Original Funding Structure was submitted to the Bureau on June 13, 2018 supplementally as **Exhibit 2(a)** to the Amended Application. In the event the Contingent Funding Structure is put in place, the New Applicants will have no subsidiaries other than those that are shown in the simplified organization chart above and the supplement to **Exhibit 2(b)** attached hereto. The percentage of voting securities of each person that would be owned or controlled by the New Applicants or by any other person under the Contingent Funding Structure is set forth in such chart and supplemental exhibit. Control of all such persons is maintained by the ownership or control of voting securities. Each New Applicant is incorporated in the BVI. No court proceeding involving a reorganization or liquidation is pending with respect to any New Applicant.

An abbreviated post-transaction organization chart of the Original Applicants and certain other affiliates under the Original Funding Structure was submitted as **Exhibit 2(b)** to the Amended Application, and an abbreviated post-transaction organization chart of the Applicants and certain other affiliates under the Contingent Funding Structure is attached hereto, supplementing **Exhibit 2(b)** to the Amended Application.

Under the Original Funding Structure, Chairman Lu would indirectly own 71.22% of the Domestic Insurers following the Merger, and Chairman Lu's wife, Ms. Qiongzi Huang ("Ms. Huang"), and Chairman Lu's daughter, Ms. Xiaoyun Lu ("Ms. Lu"), would each indirectly own 10.55% of the Domestic Insurers following the Merger.

Under the Contingent Funding Structure, Chairman Lu would indirectly own 87.02% of the Domestic Insurers following the Merger, and Ms. Huang and Ms. Lu would each indirectly own 5.19% of the Domestic Insurers following the Merger. On December 15, 2016, a disclaimer of affiliation and control was filed with the Bureau pursuant to Section 38.2-1329 of the Code of Virginia with respect to Ms. Lu and Ms. Huang (each of whom currently holds an indirect 11.43% interest in China Oceanwide), setting forth contractual and other limitations regarding their ability to exercise control of the Domestic Insurers. In the event the Contingent Funding Structure is put in place, no disclaimer will be required for either Ms. Huang or Ms. Lu (and the current disclaimer will be withdrawn) since the indirect stake in the Domestic Insurers to be held by each of Ms. Huang and Ms. Lu will be reduced to 5.19%.²

Item 3 – Identity and Background of Individuals Associated with the New Applicants

The names of each New Applicant's directors and executive officers are set forth in a chart attached hereto, supplementing **Exhibit 3** to the Amended Application. Please note that each such individual is already a director or officer of one or more of the Original Applicants, as set forth in **Exhibit 3** to the Amended Application. NAIC Biographical Affidavits and third-party background reports for each such individual have been previously provided to the Bureau.

Item 4 – Nature, Source and Amount of Consideration

The statements regarding the nature and source of the consideration set forth under Item 4 of the Amended Application are hereby supplemented to reflect the New Applicants and the Contingent Funding Structure, as described above.

Item 5 – Future Plans of Insurer

The following supplements the statements set forth under Item 5 of the Amended Application:

² In the event the Contingent Funding Structure is *not* put in place, the previously filed disclaimer will be supplemented to reflect changes in Ms. Lu's roles and positions at various China Oceanwide entities since December 2016, but will continue to set forth the same contractual and other limitations regarding the ability of either Ms. Lu or Ms. Huang to exercise control of the Domestic Insurers as are reflected in the previously filed disclaimer.

- As reflected in the Sixth Waiver attached as a supplement to **Exhibit 1** hereto, Genworth has waived Asia Pacific's obligation to contribute \$600,000,000 to Genworth for the repayment of Genworth's 6.515% senior unsecured notes due May 2018, which were refinanced earlier in the year and repaid at maturity, using Genworth's cash on hand together with the proceeds from a \$450 million senior secured term loan, in which an affiliate of China Oceanwide was the lead investor with a \$60 million allocation.
- With respect to the capital investment plan referred to in Item 5 of the Amended Application, the Parent has agreed to make, or cause certain of its affiliates to make, capital contributions of approximately \$1,500,000,000 in aggregate to Genworth between the consummation of the Merger and March 31, 2020, subject to (i) the occurrence of the closing of the Proposed Acquisition and (ii) the making of any governmental filings and receipt of required approvals with respect to such capital contributions.
- CFIUS completed its review of the Proposed Acquisition on June 8, 2018 and concluded that there are no unresolved national security concerns with respect to the Proposed Acquisition. Furthermore, Genworth, China Oceanwide and the United States Government, represented by the United States Departments of Treasury and Justice, entered into a National Security Agreement (the "Mitigation Agreement") on June 8, 2018. In accordance with the terms of the Mitigation Agreement, Genworth has engaged Alight Technology Services LLC ("Alight") to be the Third-Party Provider (as described in the Amended Application) pursuant to a master services agreement with Alight. The Mitigation Agreement also requires Genworth to enter into a third-party monitor agreement with a disinterested U.S. third-party monitor (the "Third-Party Monitor") to monitor the parties' compliance with the Mitigation Agreement. CFIUS has approved Genworth's appointment of Ankura Consulting Group, LLC to serve as the Third-Party Monitor.
- Pursuant to the terms of the Mitigation Agreement, Genworth's Board of Directors following the Merger will consist of nine members, comprised of (i) three members affiliated with China Oceanwide, (ii) two independent U.S. directors approved by CFIUS, who initially will be independent directors currently serving on Genworth's Board (the "Independent Directors"), (iii) Genworth's Chief Executive Officer, and (iv) three independent U.S. directors approved by CFIUS, chosen specifically for their national security expertise (the "Security Directors").

The identity of such Board of Director members following the Merger has been determined as follows:

The three members affiliated with China Oceanwide will be: Chairman Lu; Mr. Bing Liu; and Mr. Xiaoxia Zhao. Please note that each such individual is already a director or officer of one or more of the Original Applicants, as set forth in **Exhibit 3** to the

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Amended Application. NAIC Biographical Affidavits and third-party background reports for each such individual have been previously provided to the Bureau.

The two Independent Directors approved by CFIUS will be: Ms. Debra J. Perry and Mr. Robert P. Restrepo Jr. Mr. Thomas J. McInerney, Genworth's current Chief Executive Officer, will also be a member of the Board of Directors following the Merger.

The three Security Directors approved by CFIUS will be: Mr. Eric Rosenbach; Lieutenant General Karen Dyson (retired); and General Raymond Odierno (retired).

To the extent not already on file with the Bureau, copies of NAIC Biographical Affidavits for the Genworth Independent Directors and Security Directors are attached hereto. The Applicants respectfully request that the Commission and Bureau afford confidential treatment to the NAIC Biographical Affidavits, which are being filed in a binder marked "Confidential" and "Under Seal" to ensure confidential treatment of such information pursuant to the terms and conditions of the Hearing Examiner's Protective Ruling dated February 3, 2017 (the "Protective Ruling"), as they contain personal and confidential information, and disclosure would be materially adverse to the Applicants. We appreciate the Bureau and the Commission maintaining and handling these documents as confidential pursuant to the Protective Ruling and any confidentiality protections available under applicable law and ask that the Commission notify the Applicants to the extent any further action is required by Applicants to maintain the confidentiality of these documents.

Items 6 through 13 and Item 15

No supplemental information is being submitted with respect to Items 6 through 13 and Item 15 of the Application and the statements set forth in such Items, to the extent they refer to the Acquiring Parties, apply equally to the Original Applicants and the New Applicants.

Item 12 – Financial Statements and Exhibits

The following Exhibits are attached to this Supplement:

EXHIBIT SUPPLEMENTS	TITLE
Supplements to Exhibit 1	- Fifth Waiver and Agreement, dated as of June 28, 2018 - Sixth Waiver and Agreement, dated as of August 14, 2018
Supplement to Exhibit 2(b)	- Organizational Chart Following the Transaction
Supplements to Exhibit 3	- List of Directors and Executive Officers of the New Applicants - NAIC Biographical Affidavits for Genworth Independent Directors and Security Directors

EXHIBIT SUPPLEMENTS	TITLE
Supplements to Exhibit 7	- Unaudited Summary Financial Statements of Tonghai International Group covering the interim period ended June 30, 2018

Unaudited summary financial statements of Tonghai International Group for the interim period ended June 30, 2018, converted into U.S. dollars, are attached hereto as a supplement to **Exhibit 7** to the Amended Application.

Mr. Joel H. Peck
September 7, 2018
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We ask that an additional copy of this letter (without exhibits) be file-stamped and returned to the deliverer of this filing for our records. Also, in accordance with Section 38.2-1323 of the Code of Virginia, a copy of this Supplement is being delivered to the Domestic Insurers.

Should you have any questions or comments concerning this filing, please do not hesitate to contact me at (804) 747-6667 or by email at ssorkin@blandsorkin.com, or Marion Leydier at (212) 558-7925 or by email at leydiem@sullcrom.com. We appreciate you and your staff's time and assistance with this filing and look forward to continuing to work with the Commission and the Bureau during the review process.

Very truly yours,



Scott J. Sorkin

(Enclosures)

cc: Douglas C. Stolte, Deputy Commissioner, Financial Regulation Division
Tanvi L. Parmar, Esq., Associate General Counsel, Office of the General Counsel
Xiaoxia Zhao, China Oceanwide
Marion Leydier, Sullivan & Cromwell LLP

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FIFTH WAIVER AND AGREEMENT

This FIFTH WAIVER AND AGREEMENT, dated as of June 28, 2018 (this "Waiver"), is by and among Genworth Financial, Inc., a Delaware corporation (the "Company"), Asia Pacific Global Capital Co., Ltd., a limited liability company incorporated in the People's Republic of China ("Parent"), and Asia Pacific Global Capital USA Corporation, a Delaware corporation ("Merger Sub") (each of the Company, Parent and Merger Sub, a "Party" and collectively, the "Parties"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Merger Agreement (as defined below).

WHEREAS, the Company, Parent and Merger Sub have entered into that certain (i) Agreement and Plan of Merger, dated as of October 21, 2016 (the "Merger Agreement"), (ii) Waiver and Agreement, dated as of August 21, 2017, (iii) Second Waiver and Agreement, dated as of November 29, 2017, (iv) Third Waiver and Agreement, dated as of February 23, 2018, and (v) Fourth Waiver and Agreement, dated as of March 27, 2018 (the "Fourth Waiver");

WHEREAS, pursuant to Section 7.1(b) of the Merger Agreement, it is a condition to the obligations of each of the Parties to effect the Merger that, prior to the Effective Time, the Parties shall have obtained the required non-PRC Regulatory Approvals including the Parent Approvals referred to in Section 7.1(b) of the Parent Disclosure Letter, the Company Approvals referred to in Section 7.1(b) of the Company Disclosure Letter and any other approvals from any Governmental Entity with competent jurisdiction for which the failure to obtain such approval would subject the Company, Parent, or their respective Affiliates, or any of their respective directors, officers, other employees or Representatives to any criminal liability;

WHEREAS, Section 8.2(a) of the Merger Agreement provides that the Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by action of the board of directors of either Parent or the Company if the Merger shall not have been consummated by the August 31, 2017 (the "End Date"), whether such date is before or after the date of adoption of the Merger Agreement by the stockholders of the Company referred to in Section 7.1(a) of the Merger Agreement; provided, that the right to terminate the Merger Agreement under Section 8.2(a) of the Merger Agreement shall not be available to any Party if such failure of the Closing to occur on or prior to the End Date is principally caused by or is the result of a material breach of the Merger Agreement by such Party;

WHEREAS, pursuant to Section 1(a) of the Fourth Waiver, each of the Parties waived its right to terminate the Merger Agreement and abandon the Merger pursuant to Section 8.2(a) of the Merger Agreement prior to July 1, 2018;

WHEREAS, as of the date hereof, certain approvals required under Section 7.1(b) of the Merger Agreement have not been obtained (the "Outstanding Approvals") and the Parties have reasonably determined that certain of such Outstanding Approvals will not be obtained by July 1, 2018;

WHEREAS, in light of the above-referenced Outstanding Approvals, the Parties acknowledge that it is reasonably expected that each Party will have the right to terminate the Merger Agreement pursuant to Section 8.2(a) of the Merger Agreement on July 2, 2018;

WHEREAS, as of the date hereof, each of the Parties has reasonably determined and therefore acknowledges that (i) each of the other Parties has performed its obligations under the Merger Agreement in all material respects including the obligation to use its reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under the Merger Agreement and applicable Laws to consummate and make effective the Merger and the other transactions contemplated by the Merger Agreement, as soon as practicable, and (ii) there has been no breach of any representation, warranty, covenant or agreement under the Merger Agreement on the part of any of the Parties; and

WHEREAS, in light of the above-referenced Outstanding Approvals, the board of directors of each of the Parties has determined that it is in such Party's best interests and the best interests of its stockholder or stockholders (as applicable) for the Parties to continue to be bound by the Merger Agreement and each of the Parties desires to waive certain of its rights and obligations under the Merger Agreement, as set forth in Section 1 of this Waiver.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions set forth in this Waiver, the Parties, each intending to be legally bound, hereby acknowledge and agree as follows:

SECTION 1. Waiver of Termination Right. Each of the Company and Parent hereby waives its right to terminate the Merger Agreement and abandon the Merger pursuant to Section 8.2(a) of the Merger Agreement prior to August 15, 2018.

SECTION 2. General Acknowledgements and Waivers.

(a) The Company hereby (i) acknowledges that, as of the date hereof, there has been no breach of the Merger Agreement on the part of Parent or Merger Sub and (ii) irrevocably waives any claim against each of Parent and Merger Sub based upon or arising out of any actual or alleged breach by Parent or Merger Sub of any representation, warranty, covenant or agreement set forth in the Merger Agreement based upon the facts or circumstances existing or occurring on or prior to the date hereof for all purposes under the Merger Agreement, including Section 8.3(a) and Section 8.5 (as applicable).

(b) Parent hereby (i) acknowledges that, as of the date hereof, there has been no breach of the Merger Agreement on the part of the Company and (ii) irrevocably waives any claim against the Company based upon or arising out of any actual or alleged breach by the Company of any representation, warranty, covenant or agreement set forth in the Merger Agreement based upon the facts or circumstances existing or occurring on or prior to the date hereof for all purposes under the Merger Agreement, including Section 8.4(b) and Section 8.5 (as applicable).

SECTION 3. General Provisions.

(a) Except as expressly provided herein, nothing in this Waiver shall be deemed to constitute a waiver of compliance by any Party with respect to any other term,

provision or condition of the Merger Agreement or shall be deemed or construed to amend, supplement or modify the Merger Agreement or otherwise affect the rights and obligations of any Party thereto, all of which remain in full force and effect.

(b) The following provisions from the Merger Agreement shall be incorporated into, and be effective with respect to, this Waiver as if set forth herein in their entirety: Section 9.2 (Modification or Amendment), Section 9.4 (Counterparts), Section 9.5 (Governing Law; Arbitration; Specific Performance; Sovereign Immunity), Section 9.6 (Notices), Section 9.9 (Obligations of Parent and of the Company), Section 9.11 (Severability) and Section 9.13 (Assignment).

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IN WITNESS WHEREOF, the Parties have duly executed this Waiver as of the date first written above.

GENWORTH FINANCIAL, INC.

By: *T. J. McInerney*
Name: *Thomas J. McInerney*
Title: *President & CEO*

ASIA PACIFIC GLOBAL CAPITAL CO., LTD.

By: _____
Name:
Title:

ASIA PACIFIC GLOBAL CAPITAL USA CORPORATION

By: _____
Name:
Title:

[Signature Page to Fifth Waiver and Agreement]

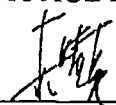
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IN WITNESS WHEREOF, the Parties have duly executed this Waiver as of the date first written above.

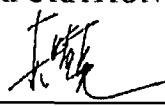
GENWORTH FINANCIAL, INC.

By: _____
Name:
Title:

ASIA PACIFIC GLOBAL CAPITAL CO., LTD.

By:  _____
Name: Xiaoxia Zhao
Title: Director and General Manager

ASIA PACIFIC GLOBAL CAPITAL USA CORPORATION

By:  _____
Name: Xiaoxia Zhao
Title: President

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SIXTH WAIVER AND AGREEMENT

This SIXTH WAIVER AND AGREEMENT, dated as of August 14, 2018 (this "Waiver"), is by and among Genworth Financial, Inc., a Delaware corporation (the "Company"), Asia Pacific Global Capital Co., Ltd., a limited liability company incorporated in the People's Republic of China ("Parent"), and Asia Pacific Global Capital USA Corporation, a Delaware corporation ("Merger Sub") (each of the Company, Parent and Merger Sub, a "Party" and collectively, the "Parties"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Merger Agreement (as defined below).

WHEREAS, the Company, Parent and Merger Sub have entered into that certain (i) Agreement and Plan of Merger, dated as of October 21, 2016 (the "Merger Agreement"), (ii) Waiver and Agreement, dated as of August 21, 2017, (iii) Second Waiver and Agreement, dated as of November 29, 2017, (iv) Third Waiver and Agreement, dated as of February 23, 2018, (v) Fourth Waiver and Agreement, dated as of March 27, 2018, and (vi) Fifth Waiver and Agreement, dated as of July 28, 2018 (the "Fifth Waiver");

WHEREAS, pursuant to Section 7.1(b) of the Merger Agreement, it is a condition to the obligations of each of the Parties to effect the merger that, prior to the Effective Time, the Parties shall have obtained the required non-PRC Regulatory Approvals including the Parent Approvals referred to in Section 7.1(b) of the Parent Disclosure Letter, the Company Approvals referred to in Section 7.1(b) of the Company Disclosure Letter and any other approvals from any Government Entity with competent jurisdiction for which the failure to obtain such approval would subject the Company, Parent, or their respective Affiliates, or any of their respective directors, officers, other employees or Representatives to any criminal liability;

WHEREAS, Section 8.2(a) of the Merger Agreement provides that the Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by action of the board of directors of either Parent or the Company if the Merger shall not have been consummated by August 31, 2017 (the "End Date"), whether such date is before or after the date of adoption of the Merger Agreement by the stockholders of the Company referred to in Section 7.1(a) of the Merger Agreement; provided, that the right to terminate the Merger Agreement under Section 8.2(a) of the Merger Agreement shall not be available to any Party if such failure of the Closing to occur on or prior to the End Date is principally caused by or is the result of a material breach of the Merger Agreement by such Party;

WHEREAS, pursuant to Section 1 of the Fifth Waiver, each of the Parties waived its right to terminate the Merger Agreement and abandon the Merger pursuant to Section 8.2(a) of the Merger Agreement prior to August 15, 2018;

WHEREAS, as of the date hereof, certain approvals required under Section 7.1(b) of the Merger Agreement have not been obtained (the "Outstanding Approvals") and the Parties have reasonably determined that certain of such Outstanding Approvals will not be obtained by August 15, 2018;

WHEREAS, in light of the above-referenced Outstanding Approvals, the Parties acknowledge that it is reasonably expected that each Party will have the right to terminate the Merger Agreement pursuant to Section 8.2(a) of the Merger Agreement on August 16, 2018;

WHEREAS, the board of directors of each of the Parties has determined that it is in such Party's best interests and the best interests of its stockholder or stockholders (as applicable) for the Parties to continue to be bound by the Merger Agreement and each of the Parties desires to waive its right to terminate the Merger Agreement pursuant to Section 8.2(a) of the Merger Agreement prior to December 1, 2018 as set forth in Section 1 of this Waiver;

WHEREAS, pursuant to Section 7.2(d) of the Merger Agreement, it is a condition (the "Unstacking Condition") to the obligations of Parent and Merger Sub to effect the Merger that, prior to the Effective Time, the Company shall have obtained the Company Approvals referred to in Section 7.2(d) of the Company Disclosure Letter (the "Unstacking Approvals");

WHEREAS, pursuant to Section 6.16 of the Merger Agreement and subject to the conditions set forth therein, Parent agreed to contribute to the Company \$525,000,000 to facilitate the Unstacking (the "Unstacking Capital Commitment");

WHEREAS, while certain of the Unstacking Approvals have been obtained and certain of the transactions contemplated thereby have been implemented, the Parties have determined that the Company will not be able to obtain certain other Unstacking Approvals on the terms contemplated in the Merger Agreement prior to the Effective Time;

WHEREAS, pursuant to Section 6.16 of the Merger Agreement and subject to the conditions set forth therein, Parent agreed to contribute to the Company \$600,000,000 to pay the Company 2018 Notes (the "2018 Debt Capital Commitment" and together with the Unstacking Capital Commitment, the "Capital Commitments");

WHEREAS, on March 7, 2018, the Company completed a \$450,000,000 senior secured term loan (the "Term Loan"), and the proceeds of the Term Loan, together with the Company's cash on hand, were used to pay the Company 2018 Notes;

WHEREAS, (i) each of the Investors has executed the Equity Commitment Letter, pursuant to which, among other things, each Investor agreed to provide Parent its pro rata share of the Capital Commitments, subject to the conditions set forth therein, and (ii) pursuant to Section 6.17 of the Merger Agreement and subject to the conditions set forth therein, Parent agreed to, among other things, enforce the Investors' funding obligations under the Equity Commitment Letter;

WHEREAS, in light of the Parties' determination that the Company will not be able to obtain certain Unstacking Approvals on the terms contemplated in the Merger Agreement prior to the Effective Time, Parent and Merger Sub have agreed to waive the Unstacking Condition, and the Parties have mutually agreed to cease their efforts to obtain the Unstacking Approvals, and waive (i) the Unstacking Capital Commitment and (ii) certain other terms and covenants in the Merger Agreement and the Equity Commitment Letter related to the Unstacking Approvals, on the terms and subject to the conditions set forth herein;

WHEREAS, in light of the completion of the Term Loan and the retirement of the Company 2018 Notes, the Company has agreed to waive (i) the 2018 Debt Capital Commitment and (ii) certain other terms and covenants in the Merger Agreement and the Equity Commitment Letter related thereto, on the terms and subject to the conditions set forth herein;

WHEREAS, Parent has agreed to make or cause certain of its Affiliates to make capital contributions of approximately \$1,500,000,000 in aggregate to the Company between the consummation of the Merger and March 31, 2020, subject to (i) the occurrence of the Closing and (ii) any notice or filing required to be made, or approval, consent or authorization required to be obtained, from any Governmental Entity with respect to such capital contributions; and

WHEREAS, as of the date hereof, each of the Parties has reasonably determined and therefore acknowledges that (i) each of the Parties has performed its obligations under the Merger Agreement in all material respects including the obligation to use its reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under the Merger Agreement and applicable Laws to consummate and make effective the Merger and the other transactions contemplated by the Merger Agreement, as soon as practicable, and (ii) there has been no breach of any representation, warranty, covenant, or agreement under the Merger Agreement on the part of any of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to and on the terms and conditions set forth in this Waiver, the Parties, each intending to be legally bound, hereby acknowledge and agree as follows:

SECTION 1. Waiver of Termination Right. Each of the Company and Parent hereby irrevocably waives its right to terminate the Merger Agreement and abandon the Merger pursuant to Section 8.2(a) of the Merger Agreement prior to December 1, 2018. For the avoidance of doubt, all references to "End Date" in the Merger Agreement shall mean December 1, 2018.

SECTION 2. Waiver of Unstacking. Each of Parent and Merger Sub, on the one hand, and the Company, on the other hand, hereby irrevocably waives: (i) the Unstacking Condition; (ii) compliance by the other Party or Parties with Section 6.5 of the Merger Agreement to the extent relating to the Unstacking Approvals; and (iii) any claim that it may have against the other Party or Parties and its or their Affiliates under the Merger Agreement or otherwise, including any claim that the other Party or Parties has or have failed to comply with Section 6.5 of the Merger Agreement, in each case, resulting from, arising out of or relating to obtaining or failing to obtain any of the Unstacking Approvals.

SECTION 3. Waiver of Capital Commitments.

(a) The Company hereby irrevocably waives: (i) compliance by Parent with Section 6.16 and Section 6.17 of the Merger Agreement with respect to the Capital Commitments; (ii) compliance by the Investors with the terms of the Equity Commitment Letter

to the extent relating to the Capital Commitments; and (iii) any claim that it may have against Parent, Merger Sub, the Investors or their respective Affiliates under the Merger Agreement, the Equity Commitment Letter or otherwise, resulting from, arising out of or relating to the Capital Commitments, including (i) any such claim that Parent has failed to comply with Section 6.16 or Section 6.17 of the Merger Agreement, and (ii) any such claim of the Company under Section 7 of the Equity Commitment Letter.

SECTION 4. General Acknowledgements and Waivers.

(a) The Company hereby (i) acknowledges that, as of the date hereof, there has been no breach of the Merger Agreement on the part of Parent or Merger Sub and (ii) irrevocably waives any claim against each of Parent and Merger Sub based upon or arising out of any actual or alleged breach by Parent or Merger Sub of any representation, warranty, covenant or agreement set forth in the Merger Agreement based upon the facts or circumstances existing or occurring on or prior to the date hereof for all purposes under the Merger Agreement, including Section 8.3(a) and Section 8.5 (as applicable).

(b) Parent hereby (i) acknowledges that, as of the date hereof, there has been no breach of the Merger Agreement on the part of the Company and (ii) irrevocably waives any claim against the Company based upon or arising out of any actual or alleged breach by the Company of any representation, warranty, covenant or agreement set forth in the Merger Agreement based upon the facts or circumstances existing or occurring on or prior to the date hereof for all purposes under the Merger Agreement, including Section 8.4(b) and Section 8.5 (as applicable).

SECTION 5. General Provisions.

(a) Except as expressly provided herein, nothing in this Waiver shall be deemed to constitute a waiver of compliance by any Party with respect to any other term, provision or condition of the Merger Agreement or shall be deemed or construed to amend, supplement or modify the Merger Agreement or otherwise affect the rights and obligations of any Party thereto, all of which remain in full force and effect.

(b) The following provisions from the Merger Agreement shall be incorporated into, and be effective with respect to, this Waiver as if set forth herein in their entirety: Section 9.2 (Modification or Amendment), Section 9.4 (Counterparts), Section 9.5 (Governing Law; Arbitration; Specific Performance; Sovereign Immunity), Section 9.6 (Notices), Section 9.9 (Obligations of Parent and of the Company), Section 9.11 (Severability) and Section 9.13 (Assignment).

IN WITNESS WHEREOF, the Parties have duly executed this Waiver as of the date first written above.

GENWORTH FINANCIAL, INC.

By: TJ McInerney
Name: Thomas J. McInerney
Title: President & CEO

ASIA PACIFIC GLOBAL CAPITAL CO., LTD.

By: _____
Name:
Title:

ASIA PACIFIC GLOBAL CAPITAL USA CORPORATION

By: _____
Name:
Title:

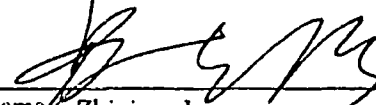
[Signature Page to Sixth Waiver and Agreement]

IN WITNESS WHEREOF, the Parties have duly executed this Waiver as of the date first written above.

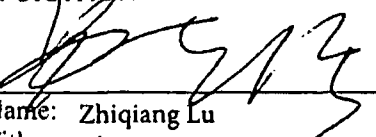
GENWORTH FINANCIAL, INC.

By: _____
Name:
Title:

ASIA PACIFIC GLOBAL CAPITAL CO., LTD.

By:  _____
Name: Zhiqiang Lu
Title: Chairman

ASIA PACIFIC GLOBAL CAPITAL USA CORPORATION

By:  _____
Name: Zhiqiang Lu
Title: Chairman

[Signature Page to Sixth Waiver and Agreement]

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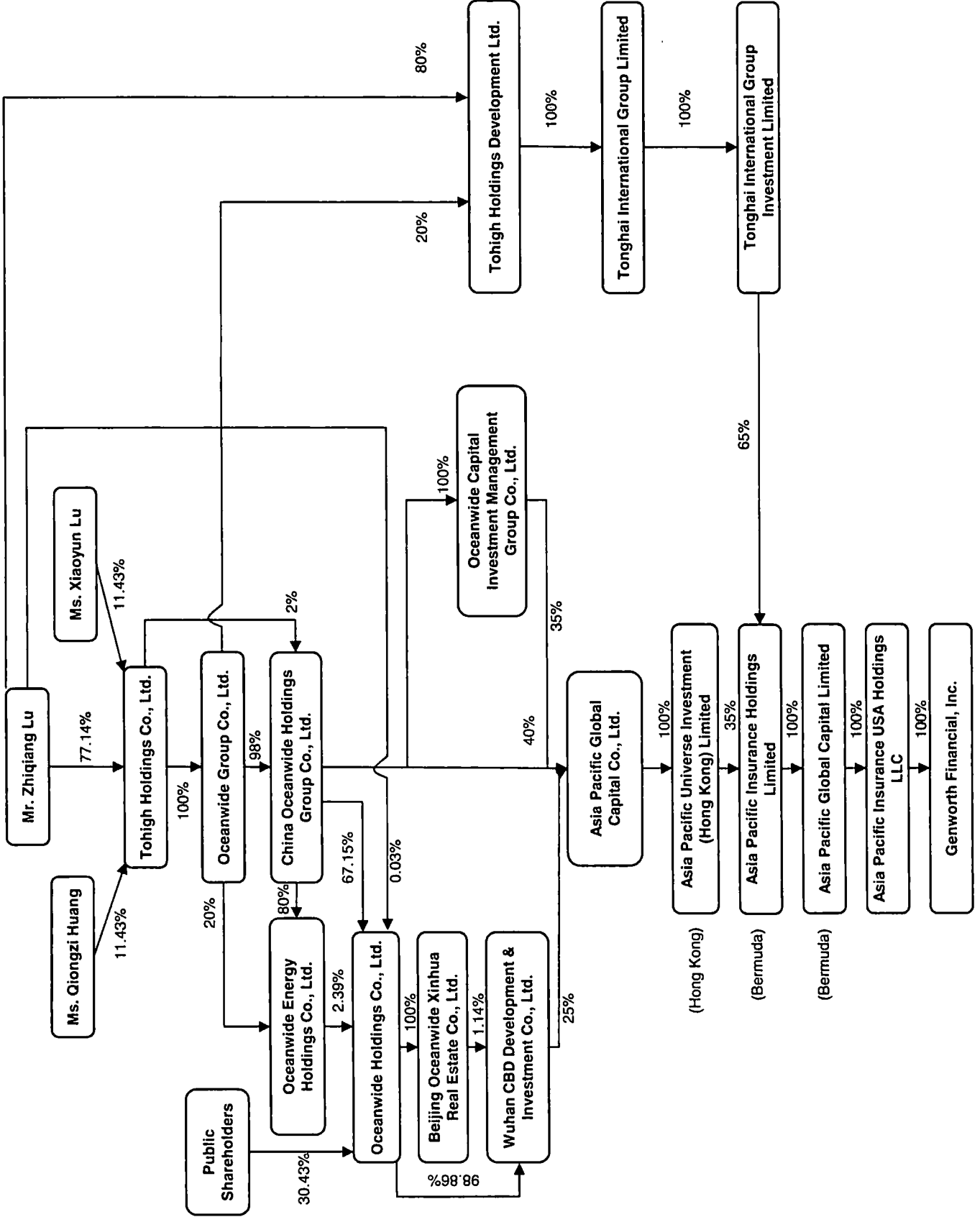
Exhibit 2

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Aldine™ Enviro-Tab™





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List of Directors and Executive Officers of the New Applicants

1. Tohigh Holdings Development Limited

Name	Title
LU Zhiqiang 卢志强	Director
LU Xiaoyun 卢晓云	Director
LIU Hongwei 刘洪伟	Director

2. Tonghai International Group Limited

Name	Title(s)
LU Zhiqiang 卢志强	Director
LU Xiaoyun 卢晓云	Director
LIU Bing 刘冰	Director
ZHAO Yingwei 赵英伟	Director
LIU Hongwei 刘洪伟	Director

3. Tonghai International Group Investment Limited

Name	Title(s)
HAN Xiaosheng 韩晓生	Director
ZHAO Xiaoxia 赵晓夏	Director
LIU Hongwei 刘洪伟	Director

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Exhibit 7

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Tonghai International Group Limited

**Unaudited Financial Statements
For the Period Ended June 30, 2018**

The exchange rate used to convert all HKD figures in this document into USD figures is 1 HKD:
0.127483 USD (as of June 30, 2018).

Tonghai International Group Limited

Profit & Loss Account (Unaudited)

	For the period 10/11/2017 - 30/6/2018 (US\$'000)
Other income	-
General and admin expenses	26.77
Loss for the period	<u>(26.77)</u>

Balance Sheet (Unaudited)

	As at 30/6/2018 (US\$'000)
<u>Non-current assets</u>	
Investment in subsidiaries	497,283.14
	<u>497,283.14</u>
<u>Current assets</u>	
Deposit	
Amounts from related companies	546.90
Cash & Bank	546.90
Total assets	497,830.04
<u>Current liabilities</u>	497,807.09
Amounts due to related companies	497,807.09
Net assets	<u>22.95</u>
<u>Capital and reserves</u>	
Share capital	49.72
Reserves	(26.77)
Total equity	<u>22.95</u>

*Geotext is converting the currency using the exchange rates provided and not doing any interpretation of the figures.