SecureLiving® Index 10 Plus

Fixed Index Annuity Contract Disclosure

Issued by:

Genworth Life and Annuity Insurance Company

Richmond, VA.

This document reviews important points to think about before you buy this Genworth Life and Annuity Insurance Company (Genworth Life & Annuity) annuity. This annuity is single-premium, which means you buy it with one premium (payment). The contract value may increase with a fixed interest rate or through an index credit. This annuity is tax-deferred, which means you don't pay taxes on any interest credited to your contract until it is paid to you.

You can use an annuity to save for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals. To avoid surrender charges, loss of unvested portion of the premium enhancement and market value adjustment (MVA), take no more than the annual free withdrawal amount during the ten year surrender charge period.

If you have questions about this annuity, please ask your agent, broker, advisor, or contact Genworth Life & Annuity at 800 221.9501.

ANNUITY CONTRACT

How will the value of my annuity grow?

On the effective date of your contract, the value of your annuity, known as the contract value, is equal to the single premium plus the premium enhancement. Once your contract is issued, the effective date of your contract is the day that we receive your single premium. If your single premium, as indicated on the application, is received from multiple payment sources and at different times (such as a check at application and a transfer from a 1035 exchange) the effective date is the day that we receive the last portion of the single premium payment. If you cancel a premium from one of the payment sources, the contract will be effective on the date you notified us of the cancellation, provided all of the premium from the remaining payment sources has been received and is sufficient to meet the issue requirements. If you withdraw your application prior to the contract issue, we will return to you your single premium. You do not receive any interest credited or start the index crediting strategies prior to the effective date.

We credit interest to your annuity contract based on the **interest crediting strategies** you choose. There are five interest crediting strategies available. Two are fixed rate crediting strategies and three are index crediting strategies.

What is the premium enhancement?

The premium enhancement is an amount that is added to your contract value on the effective date, but which vests over time. The amount is equal to a percentage of the single premium and will be shown on your contract data pages. For example if you purchase the contract with a $50,000 single premium and the premium enhancement percentage is 4%, we would add $2,000 to your contract value. The premium enhancement is allocated to the interest crediting strategies in the same proportion as your single premium. Although the premium enhancement vests over time, any interest credited on the premium enhancement is immediately vested at the time it is credited. The vesting of the premium enhancement is explained in the Fees, Expenses and Other Charges section of this disclosure. As a result of the premium enhancement, interest rates and index credits (as described below) may be lower than if this contract did not have a premium enhancement.

How do the Fixed Rate Crediting Strategies work?

The portion of your premium that you allocate to a fixed rate crediting strategy earns interest at a fixed interest rate for the initial guarantee term. Interest is credited daily.

The **1-Year Fixed Rate Strategy** credits interest at an interest rate that is guaranteed for 1 year. We will declare a new rate each subsequent contract year. The rate is guaranteed to be at least 1.0%.

The **10-Year Fixed Rate Strategy** credits interest at an interest rate that is guaranteed for 10 years. At the end of this period, we will declare a new rate for each subsequent contract year. The rate is guaranteed to be at least 1.0%.

How do the index crediting strategies work?

Index crediting strategies credit interest (if any) annually on the last day of the contract year. This is known as the **index credit**, which is based on the performance of the S&P 500® Index. Unlike the fixed rate crediting strategies, the index crediting strategies are not guaranteed to credit interest in a given year. Also, each index strategy has a limit on how much interest we will credit in a given year. This limit is called a cap, or for the Performance Triggered Strategy, the specified rate. The amount of interest credit for each strategy depends on how the S&P 500 Index performs and the limit for that strategy. You are not investing in the S&P 500 Index or any equity securities. We use the term **index value** to mean the value of the S&P 500 Index at the end of each day. **Index change** is the percentage change of the index value during a certain period of time, such as a contract month or a contract year. The annual index credit percentage is calculated and applied on the last day of the contract year to determine the amount of the index credit. There is no partial index credit for amounts withdrawn or surrendered during the contract year.

The **Annual CapMax℠ Strategy** uses the same annual cap and the same method for determining the index change as the annual cap strategy. In addition, this strategy allows the exchange of a current year's index credits to create a multiplier for the next year's index growth (up to the annual cap). Any index credits exchanged will not be credited to the contract.

Each year, the available credit percentage will be equal to the capped index change multiplied by the CapMax multiplier. The available credit percentage will never be less than 0. The CapMax multiplier is 1.0 for the first contract year. Beginning in the second contract year the CapMax multiplier will be determined as described below.

When a contract year has a positive index change, all or a portion of the available credit percentage will become the roll-forward percentage and will be exchanged for a CapMax multiplier that will be greater than 1.0 for the following contract year. The roll-forward percentage will never be greater than the annual cap for that contract year. Any remaining portion of the available credit percentage will be the index credit percentage for that contract year. This process automatically continues each year that has a positive index change.

The CapMax multiplier in a year following a positive index change will equal 1.0 plus a calculated factor. When the roll-forward percentage and annual cap from the prior year are equal, the calculated factor will equal the target factor declared for the current contract year. If the roll-forward percentage is less than the annual cap, the calculated factor will be reduced proportionally. We will declare a new target factor for each subsequent contract year. The target factor will never be less than 1.50 during the surrender period.

In contract years when the index change is zero or negative, the index credit percentage and the roll-forward percentage will be zero, and the CapMax multiplier will be reset to 1.0 for the next contract year. Any roll-forward percentage exchanged from the prior contract year will not be credited.

During the 21-day period following each contract anniversary, if you do not want to exchange the roll forward percentage for a multiplier, you may instead elect the total credit option. If you make this election the roll-forward percentage will be reduced to zero and the index credit percentage for the prior contract year will then be recalculated to equal the available credit percentage. The CapMax multiplier will be reset to 1.0 for the current contract year. During this period you may also change your allocation to the Annual CapMax Strategy as described below. If you increase your allocation, the total credit option will be automatically triggered for the prior contract year and the CapMax multiplier will be reset to 1.0 for the current contract year. If you reduce your allocation, the total credit option will be triggered on the portion that is being reallocated out and any remaining portion will continue in the manner elected for the contract year.

The **Monthly Cap Strategy** credits interest annually based on the sum of the 12 monthly index changes for the contract year. Each positive monthly index change is limited to the monthly cap. However, negative monthly index changes are not limited and are fully reflected in the sum of monthly index changes. The annual index credit percentage equals the sum of the 12 monthly index changes, but will never be less than zero. The monthly cap is guaranteed for one contract year. We will declare a new monthly cap each subsequent year and it will never be less than 0.50% for the first 10 years, and 0.25% thereafter.

The **Performance Triggered Strategy** only credits interest annually if the index value on the last day of the contract year is greater than or equal to the index value on the last day of the prior contract year. If interest is credited, the annual index credit percentage will be equal to the specified rate. The specified rate is declared each year and will never be less than 1.0% for the first 10 years, and 1.0% thereafter.

When can I change my allocations to interest crediting strategies?

You have a 21 calendar day period each contract year, beginning the day after the contract anniversary, to change your allocations. This is the only time each year you are permitted to do so. You may call our customer service center to change your allocations or mail us a properly completed change form. We must receive the form at our administrative office by the 21st day in order to process the request. Instructions received outside the 21 day period will not be processed.

There is one key restriction on changing your allocation: after the initial allocation, you may not allocate additional amounts into the 10-Year Fixed Rate Crediting Strategy. This restriction will be listed on the data pages of your contract. You are permitted to allocate amounts out of the 10-Year Fixed Rate Crediting Strategy and out of any other strategies. You may allocate money into any other strategy offered in your contract.

BENEFITS

How do I receive income payments from my annuity?

Unless you surrender the contract earlier, the maturity date is the date the contract is scheduled to annuitize and provide income payments. On this date the contract value will be applied to a payment plan. You choose how to get the income. If you do not select a specific payment option, the default payment option will be life income with 10 year period certain. The guaranteed payment options are:

- **Life income with period certain:** Guarantees income for as long as the annuitant (usually you) is alive. The annuitant is the person whose age and gender determine the amount of income payments. If the annuitant dies within the period certain (10, 15, or 20 years), it pays income to your beneficiary for the rest of the period.

- **Joint and survivor life income with 10 year period certain:** Guarantees income for as long as the annuitant or joint annuitant live. If the annuitant and joint annuitant die within the period certain (10 years), it pays income to your beneficiary for the rest of the period.

You can surrender the contract and apply the contract value to one of the guaranteed payment options anytime after the thirteenth contract month. Once income payments begin, you cannot make any changes to the payment plan.

Can I withdraw money from my annuity?

Before income payments begin, you can take out all of your annuity's value (**full surrender**) or part of it (**withdrawal**). Withdrawals and surrenders may be subject to charges as described below. You can take a withdrawal as long as the contract value remains at least $10,000 after the withdrawal. All withdrawals are deducted pro rata from each interest crediting strategy. For indexed crediting strategies, there is no partial index credit for withdrawals and surrenders during the contract year.

After the first contract year, the free withdrawal amount for each contract year is determined on each contract anniversary. The free withdrawal amount is 10% of the contract value as determined on each contract anniversary. There is no surrender charge, loss of unvested portion of premium enhancement or MVA on the free withdrawal amount. Also, for qualified contracts, the free withdrawal amount calculated on the contract anniversary will never be less than the Required Minimum Distribution (RMD) amount attributable to the contract value, calculated for that calendar year. In the first contract year, the free withdrawal amount is limited to the RMD amount attributable to the single premium used to purchase this annuity. This means that you will always be able to take up to the RMD amount as a free withdrawal. For non-qualified contracts, there is no free withdrawal amount in the first contract year. Each withdrawal taken during the contract year reduces the free withdrawal amount.

Your contract value will be reduced by the full amount of your withdrawal request; however, the amount payable for the withdrawal may be less due to any applicable surrender charges, loss of unvested portion of premium enhancement, premium tax and MVA.

What happens if I purchase the optional withdrawal benefit rider?

Please see the rider disclosure on page 9 for a description of the rider.

What happens if I die while I own this annuity?

If you die before we start to pay income for your annuity, we pay the death benefit of your annuity to your beneficiary. The death benefit in the first contract year is equal to your contract value less the unvested portion of the premium enhancement and any applicable rider charges. After the first year, the death benefit is the greater of contract value less any applicable rider charges or the minimum guaranteed surrender value. There are no partial index credits on the death benefit. There are no surrender charges and MVA on payments to the beneficiary.

If the named annuitant dies after the payments start, depending on the type of payments you chose, we pay the remaining payments, if any, to your beneficiary.

FEES, EXPENSES, AND OTHER CHARGES

What happens if I take out some or all of the money from my annuity?

If you withdraw more than the free withdrawal amount or surrender your contract prior to the end of the 10 year surrender charge period, the amount payable may be less due to any applicable surrender charges, loss of the unvested portion of the premium enhancement, premium tax and MVA. Withdrawals from index crediting strategies receive no partial index credit for that contract year.

The premium enhancement is vested over time according to the schedule below. On the contract effective date, a portion of the premium enhancement is immediately vested. If you surrender the contract during the vesting period, you will lose any remaining unvested portion of the premium enhancement. If you take a withdrawal in excess of the free withdrawal amount, you will lose the unvested portion of the premium enhancement attributed to the withdrawal.

The surrender charge is a percent of the amount withdrawn that is in excess of the free withdrawal amount.

Surrender Charges and Premium Enhancement Vesting Percentages

Contract Year	Surrender Charge Percentage	Premium Enhancement Vesting Percentage
1	9%	5%
2	9%	10%
3	8%	20%
4	7%	30%
5	6%	40%
6	5%	50%
7	4%	60%
8	3%	70%
9	2%	80%
10	1%	90%
11+	0%	100%

What is an MVA?

If you withdraw more than the free withdrawal amount, in addition to your surrender charge, your withdrawal is also subject to a **market value adjustment (MVA)**. The MVA index rates are based on the 10-Year Treasury Constant Maturity Series (10 year CMT) rates calculated by the U.S. Department of Treasury. If interest rates go up after the contract is issued, the MVA will decrease the amount you receive. If interest rates go down after the contract is issued, the MVA will increase the amount you receive. There is no MVA after the surrender charge period.

The MVA is calculated using a percentage determined by multiplying the change in the MVA index rate since the contract was issued by the number of full and partial years remaining in the surrender charge period.

The MVA will never cause the surrender value to be greater than the contract value or less than the minimum guaranteed surrender value. The minimum guaranteed surrender value is the sum of the minimum guaranteed values for each interest crediting strategy. The minimum guaranteed value for each strategy is equal to the portion of the premium allocated to the strategy multiplied by 87.5% plus interest credited at the strategy non-forfeiture interest rate, less premium taxes. Unless otherwise required by your state, the nonforfeiture interest rate will never be less than 1.0% for any fixed rate and 1.0% for an index crediting strategy. Minimum guaranteed values will be adjusted for withdrawals and allocations. Please consult your contract and the contract value section for a full description.

For example (full surrender), let's assume the contract was originally purchased with $80,000 single premium and had 4% premium enhancement of $3,200. After 6.5 years the contract value is $100,000 and you request to surrender the contract. Let's assume no prior withdrawals have been taken and the free withdrawal amount is $10,000.

Loss of unvested portion of premium enhancement: *In the sixth contract year, the premium enhancement is 50% vested, so 50% or $1,600 is unvested (0.50 x $3,200 = $1,600). When you surrender the contract $1,600 will be subtracted from the withdrawal.*

Surrender Charge: *For the same example, in the sixth contract year, the surrender charge percentage is 5%. The surrender charge will apply to the contract value less both the free withdrawal amount and unvested portion of the premium enhancement calculated above. The surrender charge will be ($100,000 - $10,000 - $1,600 = $88,400) x 5% , which is equal to $4,420.*

MVA Example: *For the same example, in addition to surrender charges, the same amount of $88,400 is subject to an MVA. If the MVA index rate had increased 1% since your contract was issued and there are exactly 3.5 years remaining in the surrender period, the MVA will be a negative adjustment of -$3,094 ($88,400 x -3.5% = -$3,094). The amount payable for the surrender will be the withdrawal amount requested, minus the surrender charge, minus the unvested portion of the premium enhancement plus the MVA. The amount payable for the surrender in this example is $100,000 - $4,420 - $1,600 + (-$3,094) = $90,886. Please note, although not shown in this example, if the MVA index rate had decreased 1% since the contract was issued, the MVA would have been a positive adjustment of $3,094.*

Exceptions: This annuity also includes a waiver for confinement to a medical care facility. After the first Contract Year, if you are confined to a medical care facility for 30 consecutive days, the free withdrawal amount will increase from 10% to 20% of the contract value each contract year. Amounts withdrawn in excess of the 20% are subject to surrender charges, MVA and loss of unvested premium enhancement. Additional restrictions apply, and this waiver may not be available in all states. Refer to your contract for details.

The contract may also have a bailout provision. Following the initial guarantee period, if the renewal annual cap for the Annual Cap Strategy **is less than** the bailout annual cap, then surrender charges, loss of unvested portion of premium enhancement and MVA will not apply to amounts withdrawn from the contract during the bailout withdrawal window for that year. The bailout annual cap and the bailout withdrawal window are specified in the contract.

Do I pay any other fees or charges?

If you purchased the optional Guaranteed Minimum Withdrawal Benefit for Life Rider, the annual charge will be deducted from your contract value each contract year. Otherwise, there are no other fees or charges on this annuity.

TAXES

How will payments and withdrawals from my annuity be taxed?

This annuity is tax-deferred, which means you do not pay taxes on the interest it earns until the money is paid to you. When you take payments or make a withdrawal, you may pay ordinary income taxes on the earned interest. You may also pay a 10% federal income tax penalty on earnings you withdraw before age 59½. If your state imposes a premium tax, it will be deducted from the money you receive.

If funded with qualified money, income payments and withdrawals are generally fully taxable.

Prior to engaging in a 1035 exchange of your annuity, you should carefully consider a number of factors including the features and crediting rate(s) of your current product, applicable surrender charges, any new surrender charge period on the purchase of a new product, as well as the various features and crediting rate(s) of the new product. You should carefully consider whether a replacement is in your best interest before replacing your existing product.

Does buying an annuity in a retirement plan provide extra tax benefits?

Buying an annuity within an IRA, 401(k), or other tax-deferred retirement plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You should discuss with your tax professional your particular tax situation.

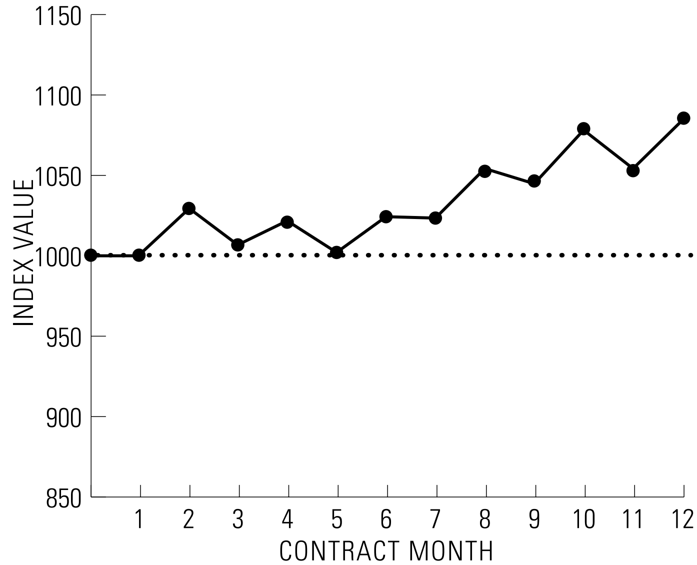
EXAMPLES OF INDEX CREDITING STRATEGIES FOR SECURELIVING INDEX 10 PLUS

The examples on the following pages are all hypothetical and not indicative of future Index performance. The examples are provided to illustrate how the index credit percentage is calculated for each index crediting strategy.

Annual Cap Strategy

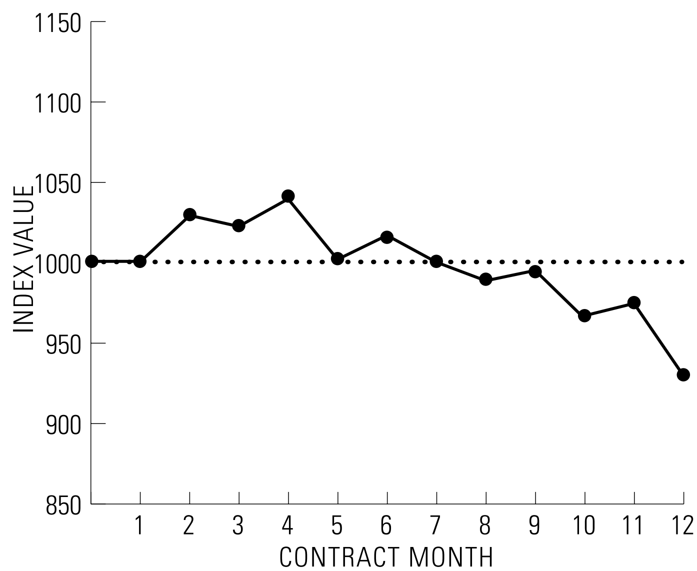
Example 1 – Favorable Index Performance. The index value started at 1000 and ended at 1085, resulting in an index change of 8.5%. The index credit percentage will equal any positive change in the index up to the annual cap of 3.5%. In this example, the index credit percentage is capped at 3.5% for the contract year. Please note, although not shown in the example below, if the index had increased by 3% the index credit percentage would equal 3%.

Starting Index Value	1000
Ending Index Value	1085
Index Change	8.5%
Annual Cap	3.5%
Index Credit Percentage	**3.5%**



Example 2 – Unfavorable Index Performance. The index value started at 1000 and finished at 920, resulting in an index change of -8%. Since the Index change was negative, the index credit percentage is 0%, and the annual cap of 3.5% does not impact the index credit percentage.

Starting Index Value	1000
Ending Index Value	920
Index Change	-8%
Annual Cap	3.5%
Index Credit Percentage	**0%**



EXAMPLES OF INDEX CREDITING STRATEGIES FOR SECURELIVING INDEX 10 PLUS

Annual CapMax℠ Strategy

The Annual CapMax Strategy uses the same annual cap and the same method for determining the index change as the Annual Cap Strategy. The hypothetical examples show multiple contract years to illustrate the features of the Annual CapMax Strategy. The examples below assume the annual cap is 3.5% each year and the target factor is 2.0 for each year beginning in the second year.

Example 1 - Favorable Index Performance. In the following example each of the first 4 contract years have a positive index change. At the end of the first year, the roll-forward percentage is 3.5% and the index credit percentage is 0%. Since the roll-forward percentage is equal to the annual cap, the CapMax multiplier for the second year is equal to 3 (1 + the calculated factor of 2). In the second year, although the available credit percentage is 9%, 3.5% is automatically rolled forward unless you tell us otherwise, leaving 5.5% as the index credit percentage. The third year shows an example of electing the total credit option, which would make the roll-forward percentage 0% and the index credit percentage 10.5%. Since the total credit option was elected in the prior year, the calculated factor for the fourth year is 0 resulting in a CapMax multiplier of 1.0.

End of Year	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Cap	3.5%	3.5%	3.5%	3.5%	3.5%
Index Change	6%	3.0%	8%	4%	-7%
Capped Index Change	3.5%	3.0%	3.5%	3.5%	0%
Target Factor	NA	2	2	2	2
Calculated Factor	0	2	2	0	2
CapMax Multiplier	1	3	3	1	3
Available Credit Percentage	3.5%	9%	10.5%	3.5%	0%
Roll-Forward Percentage	3.5%	3.5%	0%	3.5%	0%
Index Credit Percentage	0%	5.5%	10.5%	0%	0%

Example 2 – Unfavorable Index Performance. In the following example both positive and negative index changes are shown during the 5 contract years illustrated. Even though the index change was positive in 3 of the years, index credit was only credited in the fourth year. This example assumes the total credit option is not elected in any contract year. In the fourth year, the calculated factor is less than the target factor since the roll-forward percentage of 2.63% was less than the annual cap in the prior year. The calculated factor is equal to the roll-forward percentage from the prior year divided by the annual cap from the prior year, then multiplied by the target factor for the current year (2.63% ÷ 3.5%) x 2 = 1.5. The Capmax multiplier for the fourth year is equal to 2.5 (1.0 + the calculated factor of 1.5).

End of Year	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Cap	3.5%	3.5%	3.5%	3.5%	3.5%
Index Change	4%	-3%	2.63%	8%	-5%
Capped Index Change	3.5%	0%	2.63%	3.5%	0%
Target Factor	NA	2	2	2	2
Calculated Factor	0	2	0	1.5	2
CapMax Multiplier	1	3	1	2.5	3
Available Credit Percentage	3.5%	0%	2.63%	8.75%	0%
Roll-Forward Percentage	3.5%	0%	2.63%	3.5%	0%
Index Credit Percentage	0%	0%	0%	5.25%	0%

EXAMPLES OF INDEX CREDITING STRATEGIES FOR SECURELIVING INDEX 10 PLUS

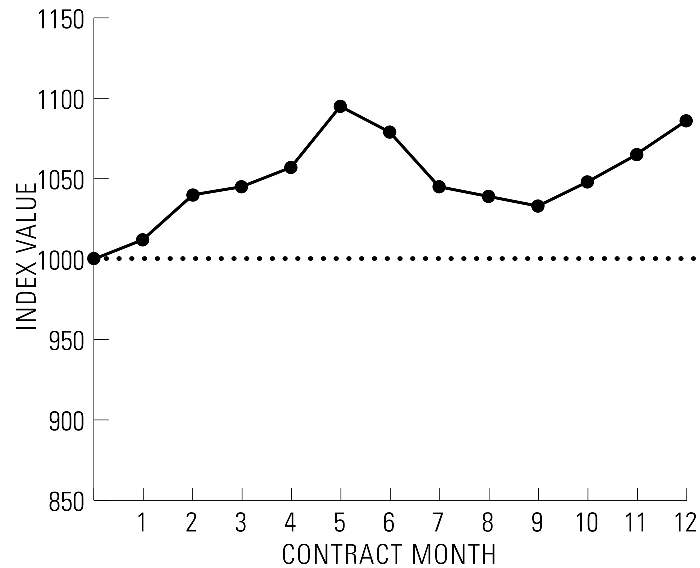
Monthly Cap Strategy

Example 1 – Favorable Index Performance. The starting index value is 1000 and with a monthly cap of 2.0%, the sum of the monthly index changes is 6.02%. The index credit percentage is 6.02% for this contract year. As you can see in the example, positive monthly changes such as month 5 are capped at 2.0%, while negative monthly changes like month 7 are not capped.

Contract Month	Ending Index Value	Percentage Change in Index Value	Index Change (with Monthly Cap)
1	1012	1.20%	1.20%
2	1040	2.77%	2.00%
3	1045	0.48%	0.48%
4	1057	1.15%	1.15%
5	1095	3.60%	2.00%
6	1079	-1.46%	-1.46%
7	1045	-3.15%	-3.15%
8	1039	-0.57%	-0.57%
9	1033	-0.58%	-0.58%
10	1048	1.45%	1.45%
11	1065	1.62%	1.62%
12	1085	1.88%	1.88%

Sum of Monthly Index Changes 6.02%

Index Credit Percentage 6.02%

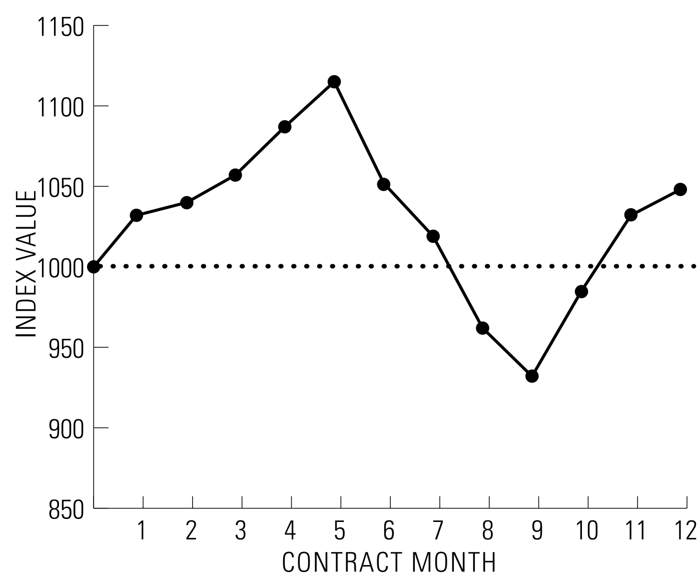


Example 2 – Unfavorable Index Performance. The starting index value is 1000 and with a monthly cap of 2.0% and the sum of the monthly index changes is -3.54%. Since the index change is less than zero, the index credit percentage is 0% for this contract year. As you can see in the example, even though the index value at the end of the contract year is higher than the starting index value, the sum of the monthly index changes were negative resulting in 0% index credit.

Contract Month	Ending Index Value	Percentage Change in Index Value	Index Change (with Monthly Cap)
1	1032	3.20%	2.00%
2	1040	0.78%	0.78%
3	1057	1.63%	1.63%
4	1087	2.84%	2.00%
5	1115	2.58%	2.00%
6	1052	-5.65%	-5.65%
7	1019	-3.14%	-3.14%
8	962	-5.59%	-5.59%
9	932	-3.12%	-3.12%
10	985	5.69%	2.00%
11	1032	4.77%	2.00%
12	1048	1.55%	1.55%

Sum of Monthly Index Changes -3.54%

Index Credit Percentage 0.00%

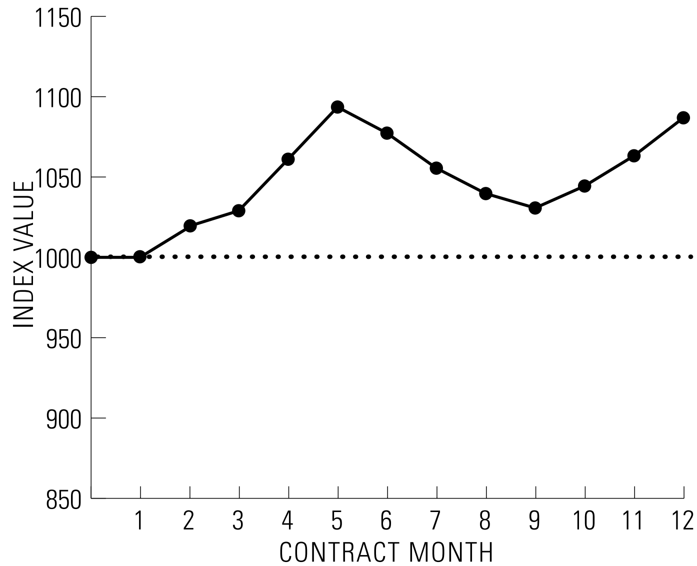


EXAMPLES OF INDEX CREDITING STRATEGIES FOR SECURELIVING INDEX 10 PLUS

Performance Triggered Strategy

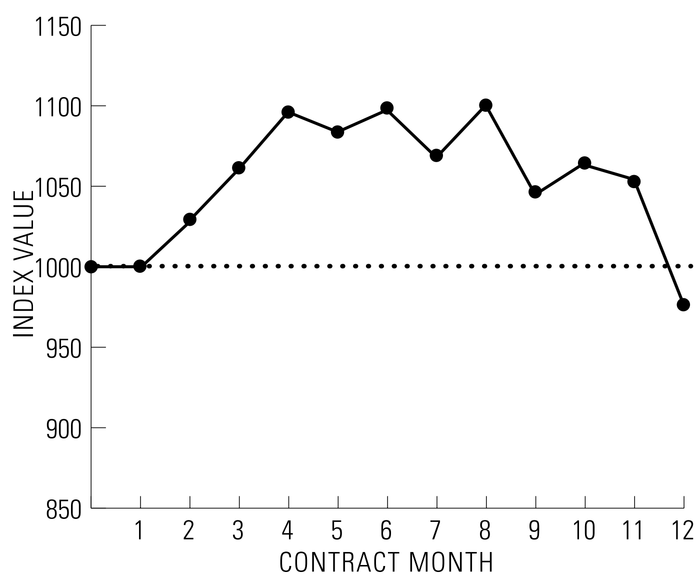
Example 1 – Favorable Index Performance. The starting index value is 1,000 and the specified rate is 3.0%. Since the index value on the last day of the contract year is 1,085, which is greater than or equal to the index value on the last day of the prior contract year, the index credit percentage is 3.0%.

Starting Index Value	1000
Ending Index Value	1085
Specified Rate	3.0%
Index Credit Percentage	**3.0%**



Example 2 – Unfavorable Index Performance. The starting index value is 1,000 and the specified rate is 3.0%. Since the index value on the last day of the contract year is 976, which is less than index value on the last day of the prior contract year, the index credit percentage is 0%.

Starting Index Value	1000
Ending Index Value	976
Specified Rate	3.0%
Index Credit Percentage	**0%**



Income Protection

Optional Guaranteed Minimum Withdrawal Benefit for Life Rider Disclosure

OPTIONAL RIDER

What is the optional withdrawal benefit rider?

At contract issue you may purchase the guaranteed minimum withdrawal benefit for life rider for an extra charge. Under this rider you can take income withdrawals up to the guaranteed amount, known as the **withdrawal limit**, each contract year throughout your lifetime or for joint annuitants, throughout the lifetime of the last surviving annuitant. Once you start taking income under this rider, these are called **income withdrawals**. Income withdrawals can begin anytime after the first contract year.

Who can purchase the withdrawal benefit for life rider?

The rider is available for owners between the ages of 55 and 80 at the time the contract is issued. The rider cannot be added after the contract is issued. For individually owned contracts, the owner must be the annuitant and you may have a spouse joint owner, which must also be the joint annuitant. A non-natural owner may purchase the rider and name an annuitant and also may name the annuitant's spouse as a joint annuitant. Anyone afforded marital rights under applicable state law will be treated as a "spouse".

How is the minimum withdrawal limit for life determined?

The withdrawal limit is the **benefit base** multiplied by the **withdrawal factor**. Prior to starting income withdrawals the benefit base may increase each year. At contract issue the benefit base is equal to the premium. The benefit base then increases by the roll-up credit until the earlier of 10 years or until the date of your first income withdrawal. The roll-up credit each contract year is 8% of the roll-up base, and we credit the daily equivalent of this roll-up credit each day during the contract year. The roll-up credit will never increase. The roll-up base is equal to your premium and will never increase.

For example, if you purchase this annuity with $100,000 single premium, the roll-up base and benefit base are all equal to $100,000. Each contract year your benefit base will increase by the roll-up credit of $8,000 and at the end of ten years, the benefit base would be equal to $180,000.

After the tenth year, the benefit base increases by the amount of interest credited, if any, to your contract value until you begin income withdrawals. Prior to starting income withdrawals, on any contract anniversary or on the day you start income withdrawals, if the contract value is higher than the benefit base, the benefit base will increase to the contract value.

How do withdrawals prior to electing income under the rider impact the withdrawal factor and benefit base?

Any withdrawal prior to selecting income withdrawals will eliminate the withdrawal factor enhancement and reduce your roll-up base and benefit base by the same proportion that the withdrawal (including surrender charges and MVA) reduces the contract value.

For the same example above, after the first contract year, the Benefit Base is equal to $108,000 ($100,000 + $8,000). If you withdraw 20% of your contract value, the benefit base will be reduced by 20% and equal $86,400 ($108,000 – 0.20 x $108,000). The roll-up base will also decrease by 20% and equal $80,000 ($100,000 – 0.20 x $100,000). The annual roll-up credit based on the new roll-up base will equal $6,400 ($80,000 x .08).

The roll-up base is used only to calculate the roll-up credit. The benefit base is used only to calculate the Guaranteed Minimum Withdrawal Benefit for Life, and is not a representation of the contract value or surrender value.

What happens when I take income withdrawals under the rider?

Once income withdrawals begin, the benefit base will no longer increase. The withdrawal limit will equal your benefit base multiplied by the withdrawal factor shown on the following chart. The withdrawal factor is based on the attained age of the annuitant (younger annuitant, if joint) at the time income withdrawals begin. If there have been **no** prior withdrawals from the contract **and** you elect to start income withdrawals on or after the 10th contract anniversary, the withdrawal factor will be the sum of the withdrawal factor and the 0.25% withdrawal factor enhancement. The withdrawal factor is locked once income withdrawals begin and will never be changed. For qualified contracts, if your Required Minimum Distribution (RMD) amount exceeds the withdrawal limit for the contract year within which the calendar year begins, the amount of the excess, if distributed, will not be considered an excess income withdrawal. This means that you will always be able to take your RMD without an adverse effect on your benefit base and withdrawal limit.

	Withdrawal Factors	
Attained Age	Single Annuitant	Joint Annuitant
55 - 59	4.50%	4.00%
60 - 64	4.75%	4.25%
65 - 69	5.00%	4.50%
70 - 74	5.25%	4.75%
75 - 79	5.75%	5.25%
80+	6.25%	5.75%

Once you elect to start income withdrawals, all withdrawals from the contract are considered income withdrawals. Income withdrawals up to the withdrawal limit each contract year are guaranteed for the rest of your life (lives if joint annuitant).

For example, if there have been no prior withdrawals from the contract and on the 10th contract anniversary your benefit base is $180,000, you are a single annuitant, age 65, at time of starting income withdrawals, the withdrawal factor is 5.25% (including withdrawal factor enhancement of 0.25%) the withdrawal limit equals $9,450 ($180,000 x 5.25%). If there had been prior withdrawals from the contract or you are starting income withdrawals prior to the 10th contract anniversary, the withdrawal factor would be 5.00% and not have included the withdrawal factor enhancement.

You do not have to take the full withdrawal limit every contract year. If your income withdrawals are less than the withdrawal limit in a given contract year, the difference will be added to the deferred income withdrawal. The maximum amount that can be added to the deferred income withdrawal is equal to your annual withdrawal limit. In any contract year, you can withdraw the withdrawal limit and any deferred income withdrawal without causing an excess income withdrawal.

What happens if I withdraw more than the withdrawal limit?

Excess income withdrawals occur if you withdraw more than the withdrawal limit and any deferred income withdrawal in a contract year. An excess income withdrawal will reduce your benefit base and the withdrawal limit for future contract years. The benefit base will be reduced by the same proportion that the excess amount reduces the contract value, after the contract value has been reduced for any remaining withdrawal limit and deferred income withdrawal.

For example, if your benefit base is $180,000 and withdrawal limit is $9,450 as in the prior example and you take an income withdrawal of $24,000, the excess amount is $14,550 ($24,000 - $9,450). If the contract value prior to the withdrawal is $141,000 the excess portion of the income withdrawal is 11.06% ($14,550 divided by the result of $141,000 - $9,450) of the contract value. The benefit base will also be reduced by 11.06%. On the next contract anniversary, the withdrawal limit will be recalculated using the withdrawal factor that was set when you first started income withdrawals multiplied by the newly calculated benefit base. In this example, the withdrawal limit for the next contract year will be $8,405 (new benefit base of $160,092 x 5.25%).

Please note, excess income withdrawals can significantly reduce your withdrawal limit for future contract years, especially if your contract value has been significantly reduced due to income withdrawals.

For the same example above where the benefit base is $180,000 and the withdrawal limit is $9,450, assume you have taken the withdrawal limit each year for 20 years and the contract value is currently $38,000. If you take the same income withdrawal of $24,000, $14,550 is still the excess portion of the income withdrawal. The excess portion of the income withdrawal is now 50.96% of the contract value ($14,550 divided by the result of $38,000 - $9,450). The benefit base will also be reduced by 50.96%. On the next contract anniversary, the withdrawal limit will be recalculated using the withdrawal factor that was set when you first started income withdrawals multiplied by the newly calculated benefit base. In this example, the withdrawal limit for the next contract year will be $4,634 (new benefit base of $88,272 x 5.25%).

Does the rider change my free withdrawal amount?

Once you start income withdrawals, the free withdrawal amount each contract year is the greater of the free withdrawal amount under the base contract or the withdrawal limit plus any deferred withdrawal limit. Income withdrawals in excess of the free withdrawal amount will be subject to surrender charge, loss of unvested portion of premium enhancement and MVA during the surrender charge period.

Please note, any free withdrawal greater than the withdrawal limit plus any deferred withdrawal limit will be treated as an excess income withdrawal under the terms of the rider.

What happens if Income Withdrawals reduce the contract value below $100?

If the withdrawal limit is greater than $100, we will make payments of a fixed amount for the life of the Annuitant or, if there are Joint Annuitants, until the death of the last surviving Annuitant. The fixed amount payable annually will equal the most recently calculated withdrawal limit. If the withdrawal limit is less than $100, the contract will terminate and we will pay you the greater of either the contract value or a lump sum equal to the present value of future lifetime payments of the withdrawal limit.

What happens to the rider if I die?

If you are an individual owner, income withdrawals under the rider will stop and any remaining contract value (death benefit as defined under the base contract) will be paid to your beneficiaries. If the contract had already been reduced to zero and terminated, income withdrawals under the rider will end.

If you have a joint annuitant, at the first annuitant's death the spouse may continue to take income withdrawals under the rider for the rest of their life or take the death benefit as described under the base contract. However, a surviving spouse who is not regarded as a spouse under federal law is required to take minimum distributions under the rules applicable to non-spouse beneficiaries. This could result in the surviving spouse being required to withdraw the entire contract value by the end of their life expectancy under IRS tables. In this event, please refer to the prior section for what happens if income withdrawals reduce the contract value below $100.

If your designated beneficiary is not an annuitant, this rider will not continue at your death. The rider and the rider charge will terminate.

What is the charge for this rider?

The charge for this rider is deducted annually from your contract value at the end of each contract year. The charge is equal to 0.80% multiplied by the benefit base on the last day of the contract year. You may cancel this rider on any contract anniversary after the end of the surrender charge period.

OTHER INFORMATION REGARDING THE ANNUITY CONTRACT AND RIDER

What else do I need to know?

If you surrender your contract and elect to apply the contract value to one of the guaranteed payment options, you cannot change the payments.

If you have not started payments upon reaching the maturity date specified in your contract, we will automatically begin payments under the life income with period certain of 10 years payment option. Once these payments begin, you cannot change the payments or surrender your annuity.

We may change your annuity contract from time to time to follow federal or state regulations. If we do, we'll tell you about the changes in writing.

We pay the agent, broker, and/or firm for selling the annuity to you.

Many states have laws that give you a set number of days to look at the annuity after you buy it, this is known as the right to examine period. If you decide during that time that you don't want it, you can return the annuity contract and get your money back, less any withdrawals. Read your contract to learn more about the right to examine.

What should I know about the insurance company?

Genworth Life & Annuity provides quality financial products including competitive life insurance and annuities designed to help you build, protect and transfer wealth. You can turn to Genworth Life & Annuity for a wide range of products to help meet your financial needs.

Genworth Life and Annuity Insurance Company
3100 Albert Lankford Drive Lynchburg, VA 24501

800 221.9501 genworth.com

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X ....

◯ Trustee ◯ Attorney-in-fact *POA*
◯ Guardian ◯ Title/office: ....

Signature of Joint Owner — Date

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◯ Trustee ◯ Attorney-in-fact *POA*
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