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CALCULATION OF REGISTRATION FEE

Title of each class of securities offered	Maximum aggregate offering price
7.20% Senior Notes due 2021	$400,000,000

(1) The filing fee of $28,520 is calculated in accordance with Rule 457(r) of the Securities Act of 1933.

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Prospectus Supplement
November 17, 2010
(To Prospectus dated August 26, 2009)

$400,000,000

Genworth Financial

Genworth Financial, Inc.

7.20% Senior Notes due 2021

Interest on the notes will be payable semi-annually on February 15 and August 15 of each year, beginning on February 15, 2011.
15, 2021. We may redeem some or all of the notes at any time before maturity at the "make-whole" price discussed under the caption "D
Redemption."

The notes will be our senior unsecured obligations and rank equally with all of our other unsecured senior debt from time to time

The notes will not be listed on any exchange or quoted on any automated dealer quotation system. Currently, there is no public ma

Investing in the notes involves risks. See "Supplemental Risk Factors" beginning on page S-5 herein, Factors" in our Annual Report on Form 10-K, filed on February 26, 2010, and in our Quarterly Report on October 29, 2010, which are incorporated by reference herein, for a discussion of factors you should consid in the notes.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or dis securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying pro representation to the contrary is a criminal offense.

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Price to public (1)
Underwriting discounts
Proceeds to Genworth (before expenses) (1)

(1) Plus accrued interest, if any, from November 22, 2010, if settlement occurs after that date.

The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company, Cle
on or about November 22, 2010.

Joint Book-Running Managers

BofA Merrill Lynch

Co-Managers

Citi

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering and information contained in the accompanying prospectus and the documents incorporated by reference into the prospectus. The second par gives more general information, some of which does not apply to this offering.

If the description of this offering or the notes varies between this prospectus supplement and the accompanying prospectus, you sl contained in or incorporated by reference into this prospectus supplement. You should also read and consider the additional information Can Find More Information" and "Incorporation by Reference" in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in this prospectus supplement, in the acco free writing prospectus with respect to the offering filed by us with the U.S. Securities and Exchange Commission (the "SEC"). V underwriters have not, authorized any other person to provide you with different information. If anyone provides you with differ you should not rely on it. You should assume that the information appearing in this prospectus supplement, the accompanying p prospectus with respect to the offering filed by us with the SEC and the documents incorporated by reference herein and therein respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

The underwriters are offering to sell, and are seeking offers to buy, the notes only in jurisdictions where offers and sales a this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions may be restric United States who come into possession of this prospectus supplement and the accompanying prospectus must inform themselves restrictions relating to the offering of the notes and the distribution of this prospectus supplement and the accompanying prospe This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offe offer to buy, any securities offered by this prospectus supplement and the accompanying prospectus by any person in any jurisdi such person to make such an offer or solicitation.

FORWARD-LOOKING STATEMENTS

This prospectus supplement contains certain "forward-looking statements" within the meaning of the Private Securities Litigation looking statements may be identified by words such as "expects," "intends," "anticipates," "plans," "believes," "seeks," "estimates," "wi include, but are not limited to, statements regarding the outlook for our future business and financial performance. Forward-looking state current expectations and assumptions, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to results may differ materially due to global political, economic, business, competitive, market, regulatory and other factors, including the "Supplemental Risk Factors" in this prospectus supplement and under "Item 1A. Risk Factors" in our Annual Report on Form 10-K, filed 2010, and in our Quarterly Report on Form 10-Q, filed on October 29, 2010, which are incorporated by reference herein. We undertake n forward-looking statement, whether as a result of new information, future developments or otherwise.

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SUMMARY

This summary highlights information contained or incorporated by reference in this prospectus supplement and the accompany prospectus supplement and the accompanying prospectus, unless the context otherwise requires, references to "we," "us," "our," "C refer to Genworth Financial, Inc. and its subsidiaries.

Genworth Financial, Inc.

Genworth Financial, Inc. is a leading financial security company dedicated to providing insurance, wealth management, investr more than 15 million customers, with a presence in more than 25 countries. Our key products and related services are targeted at mark significant demographic, legislative and market trends, including the aging population across the countries in which we operate, and th responsibility for building financial security now resides primarily with the individual. We distribute our products and services throug include financial intermediaries, advisors, independent distributors, affinity groups and dedicated sales specialists. We are headquarter have approximately 6,000 employees.

We have the following three operating segments:

- ***Retirement and Protection.*** We offer and manage a variety of protection, wealth management and retirement income pro products include life and long-term care insurance. Additionally, we offer other Medicare supplement insurance products services for our long-term care policyholders. Our wealth management and retirement income products include: a variety and advisor services, financial planning services, fixed and variable deferred and immediate individual annuities and gro through retirement plans. For the three months ended September 30, 2010, our Retirement and Protection segment's net Financial, Inc.'s common stockholders and net operating income available to Genworth Financial, Inc.'s common stockh $111 million, respectively. For the nine months ended September 30, 2010, our Retirement and Protection segment's net Financial, Inc.'s common stockholders and net operating income available to Genworth Financial, Inc.'s common stockh $347 million, respectively.
- ***International.*** We offer mortgage and lifestyle protection insurance products and related services in multiple markets. W mortgage insurance products in Canada, Australia, Mexico and multiple European countries. Our products predominantl individually underwritten residential mortgage loans, also known as flow mortgage insurance. On a limited basis, we als a structured, or bulk, basis that aids in the sale of mortgages to the capital markets and helps lenders manage capital and services, analytical tools and technology that enable lenders to operate efficiently and manage risk. We are a leading pro coverages (referred to as lifestyle protection) in multiple European countries, Canada and Mexico. Our lifestyle protectio help consumers meet specified payment obligations should they become unable to pay due to accident, illness, involunta

death. For the three months ended September 30,

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2010, our International segment's net income available to Genworth Financial, Inc.'s common stockholders and net oper
Genworth Financial, Inc.'s common stockholders were $124 million and $121 million, respectively. For the nine months
International segment's net income available to Genworth Financial, Inc.'s common stockholders and net operating inco
Financial, Inc.'s common stockholders were $326 million and $317 million, respectively.

- ***U.S. Mortgage Insurance.*** In the U.S., we offer mortgage insurance products predominantly insuring prime-based, indiv mortgage loans, also known as flow mortgage insurance. We selectively provide mortgage insurance on a structured, or b our bulk writings prime-based. Additionally, we offer services, analytical tools and technology that enable lenders to ope For the three months ended September 30, 2010, our U.S. Mortgage Insurance segment's net loss available to Genworth stockholders and net operating loss available to Genworth Financial, Inc.'s common stockholders were $141 million and the nine months ended September 30, 2010, our U.S. Mortgage Insurance segment's net loss available to Genworth Fina stockholders and net operating loss available to Genworth Financial, Inc.'s common stockholders were $217 million and

We also have Corporate and Other activities which include debt financing expenses that are incurred at our holding company le income and expenses, eliminations of inter-segment transactions and the results of non-core businesses and non-strategic products tha operating segments. Our non-strategic products include our institutional and corporate-owned life insurance products. Institutional pro agreements, funding agreements backing notes and guaranteed investment contracts. For the three months ended September 30, 2010, activities' net loss available to Genworth Financial, Inc.'s common stockholders and net operating loss available to Genworth Financi were $35 million and $51 million, respectively. For the nine months ended September 30, 2010, our Corporate and Other activities' ne Financial, Inc.'s common stockholders and net operating loss available to Genworth Financial, Inc.'s common stockholders were $10 respectively.

On a consolidated basis, we had $16.1 billion of total stockholders' equity and $114.7 billion of total assets as of September 30 December 31, 2009 and the nine months ended September 30, 2010, our revenues were $9.1 billion and $7.5 billion, respectively. For 2009, our net loss available to Genworth Financial, Inc.'s common stockholders was $460 million and for the nine months ended Sept available to Genworth Financial, Inc.'s common stockholders was $303 million.

Our principal executive offices are located at 6620 West Broad Street, Richmond, Virginia 23230. Our telephone number at tha maintain a variety of websites to communicate with our distributors, customers and investors and to provide information about variou products to the general public. None of the information on our websites is part of this prospectus.

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The Offering

Issuer	Genworth Financial, Inc.
Securities Offered	$400,000,000 aggregate principal amount of 7.20% senior notes due 2(
Maturity date	February 15, 2021.
Interest	Interest on the notes will accrue from their date of issuance at a rate of payable semi-annually on February 15 and August 15 of each year, beg
Ranking	The notes will rank equally with all of our other unsecured and unsubo will not be obligations of, or guaranteed by, any of our subsidiaries. As structurally subordinated to all debt and other liabilities of our subsidia policyholders and contractholders), which means that creditors of our s their assets before holders of the notes would have any claims to those 2010, our subsidiaries had outstanding $92,612 million of total liabiliti debt (excluding, in each case, intercompany liabilities). The indenture issued, which we refer to as the indenture, does not limit our ability, or to issue or incur other debt or issue preferred stock. As a holding comp our subsidiaries to transfer funds to us to meet our obligations, includin on the notes. See “Risk Factors—Risk Relating to Our Businesses—As on the ability of our subsidiaries to transfer funds to us to pay dividend in “Item 1A. Risk Factors” in our Annual Report on Form 10-K, filed incorporated by reference herein, and “Description of the Notes” in thi
Optional Redemption	We may redeem all or a portion of the notes at any time, at our option, redemption price equal to the greater of (1) 100% of the aggregate prin redeemed, plus accrued and unpaid interest to, but excluding, the date of the present values of the remaining scheduled payments of principal notes being redeemed (not including any portion of the payments of in redemption) discounted to the redemption date, on a semi-annual basis basis points, plus accrued and unpaid interest to, but excluding, the dat “Description of the Notes—Optional Redemption” in this prospectus s
Sinking Fund	None.
Denominations	The notes will be issued in denominations of $2,000 and integral multi $2,000.

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Form of Notes	The notes will be issued as fully registered notes, represented by one o with or on behalf of The Depository Trust Company, or DTC. Investor the global notes through any of DTC, Clearstream or the Euroclear Sys
Further Issuances	We may from time to time, without the consent of the holders of the no securities of which the notes are a part and issue additional notes havin same terms as the notes, except for the public offering price and the iss initial interest accrual date and the initial interest payment date. Any ad terms, together with the notes, will constitute a single series of debt sec will be fungible with the previously issued notes to the extent specified supplement.
Use of Proceeds	The net proceeds from the offering will be approximately $396 million proceeds from this offering, together with cash on hand, to repay in ful under our two five-year revolving credit facilities. See "Use of Proceed supplement.
Risk Factors	Your investment in the notes will involve risks. You should consider c set forth in this prospectus supplement, the accompanying prospectus, respect to this offering filed by us with the SEC and the documents inc and, in particular, you should evaluate the specific factors set forth in t supplement entitled "Supplemental Risk Factors" and the section entitl our Annual Report on Form 10-K, filed on February 26, 2010, and in o 10-Q, filed on October 29, 2010, which are incorporated by reference l to purchase any notes in this offering.
Conflicts of Interest	Affiliates of the underwriters in this offering are lenders under our revo receive a portion of the net proceeds from this offering. See "Conflicts supplement.
Listing	The notes will not be listed on any exchange or quoted on any automat
Governing Law	The notes will be governed by the laws of the State of New York.
Trustee	The Bank of New York Mellon Trust Company, N.A.

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SUPPLEMENTAL RISK FACTORS

You should carefully consider the supplemental risks described below in addition to the risks described in "Item 1A. Risk Factors 10-K, filed on February 26, 2010, and in our Quarterly Report on Form 10-Q, filed on October 29, 2010, which are incorporated by refe information contained in or incorporated by reference into this prospectus supplement and the accompanying prospectus, before investi or all of your investment.

There are no financial covenants in the indenture.

Neither we nor any of our subsidiaries are restricted from incurring additional debt or other liabilities, including additional senior incur additional debt or liabilities, our ability to pay our obligations on the notes could be adversely affected. We expect that we will fron and other liabilities. In addition, we are not restricted from paying dividends or issuing or repurchasing our securities under the indenture

There are no financial covenants in the indenture. You are not protected under the indenture in the event of a highly leveraged tra control, restructuring, merger or similar transaction that may adversely affect you, except to the extent described under "Description of t and Conveyance of Assets as an Entirety; No Financial Covenants."

The notes will not be guaranteed by any of our subsidiaries and will be structurally subordinated to the debt and other liabilities that creditors of our subsidiaries will be paid from their assets before holders of the notes would have any claims to those assets.

We are a holding company and conduct substantially all of our operations through subsidiaries. However, the notes will be obliga Financial, Inc. and will not be guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all debt an subsidiaries (including liabilities to policyholders and contractholders), which means that creditors of our subsidiaries will be paid from t notes would have any claims to those assets. As of September 30, 2010, our subsidiaries had outstanding $92,612 million of total liabiliti debt (excluding, in each case, intercompany liabilities).

An active trading market for the notes may not develop.

The notes constitute a new issue of securities, for which there is no existing market. We do not intend to apply for listing of the no for quotation of the notes in any automated dealer quotation system. We cannot provide you with any assurance regarding whether a trad develop, the ability of holders of the notes to sell their notes or the price at which holders may be able to sell their notes. The underwrite currently intend to make a market in the notes. However, the underwriters are not obligated to do so, and any market-making with respec at any time without notice. If no active trading market develops, you may be unable to resell your notes at any price or at their fair marke

If a trading market does develop, changes in our credit ratings or the debt markets could adversely affect the market price of the

The price for the notes will depend on many factors, including:

- our credit ratings with major credit rating agencies;
- the prevailing interest rates being paid by other companies similar to us;

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- the market price of our common stock;
- our financial condition, financial performance and future prospects; and
- the overall condition of the financial markets.

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the futu adverse effect on the price of the notes.

In addition, credit rating agencies continually review their ratings for the companies that they follow, including us. The credit ratin insurance industry as a whole and may change their credit rating for us based on their overall view of our industry. A negative change in effect on the price of the notes.

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USE OF PROCEEDS

The net proceeds from the offering will be approximately $396 million. We intend to use the net proceeds from this offering, toge full the outstanding borrowings under our two five-year revolving credit facilities. As of November 8, 2010, we had approximately $240 under each of these facilities, totaling $480 million of outstanding borrowings. These facilities will remain available following this offeri August of 2012. The weighted-average interest rate under these facilities was 0.61% as of September 30, 2010.

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CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of September 30, 2010 on a historical basis and a of the $400 million principal amount of notes offered hereby and the application of the net proceeds of that sale and other cash payments Proceeds."

You should read this information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results consolidated financial statements and the related notes included in our Annual Report on Form 10-K, filed on February 26, 2010, and our for the nine months ended September 30, 2010, filed on October 29, 2010, each of which is incorporated by reference herein.

(Amounts in millions, except per share amounts)
Cash and cash equivalents (1)
Borrowings and other obligations:
Short-term borrowings (1)
Long-term borrowings (2):
Senior notes
Senior notes offered hereby
Junior subordinated notes
Series A Preferred Stock, mandatorily redeemable, liquidation preference $50 per share
Total long-term borrowings
Non-recourse funding obligations (2)
Borrowings related to securitization entities (3)
Total borrowings and other obligations
Stockholders' equity:
Class A Common Stock, $0.001 par value; 1.5 billion shares authorized; 578 million shares issued and 490 million shares outstanding
Additional paid-in capital
Accumulated other comprehensive income (loss)
Retained earnings
Treasury stock, at cost (88 million shares)
Total Genworth Financial, Inc.'s stockholders' equity
Total capitalization

(1) On November 8, 2010, we repaid $250 million of outstanding borrowings under our five-year revolving credit facilities, paying $ borrowings under each of the two facilities. Following the repayments, we have approximately $240 million of borrowings outsta totaling $480 million of outstanding borrowings. The adjustment to cash and cash equivalents consists of the $250 million paid on million of additional cash on hand, which, together with the proceeds from the offering, will be used to repay in full the outstandin facilities. As of September 30, 2010, we utilized $57 million under these facilities for the issuance of letters of credit.

(2) For a description of our long-term borrowings and non-recourse funding obligations, see note 13 to our consolidated financial stat

Report on Form 10-K, filed on February 26, 2010, and note 9 to our condensed consolidated financial statements included in our Q
filed on October 29, 2010, which are incorporated by reference herein.

(3) For a description of our borrowings related to securitization entities, see note 9 to our condensed consolidated financial statements
on Form 10-Q, filed on October 29, 2010, which is incorporated by reference herein.

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RATIO OF INCOME TO FIXED CHARGES

For purposes of determining the ratio of income to fixed charges, "income" consists of income from continuing operations before fixed charges from continuing and discontinued operations. "Fixed charges" consist of (1) interest expense on short-term and long-term l our Series A Preferred Stock and contract adjustment payments on our 6.00% Equity Units (until 2007) and (2) the portion of operating l interest factor.

The following table sets forth our ratio of income to fixed charges for the periods indicated.

	Nine months ended September 30, 2010	2009
Ratio of income (loss) to fixed charges (including interest credited to investment contractholders)	1.18	0.37
Ratio of income (loss) to fixed charges (excluding interest credited to investment contractholders) (1)	1.52	(1.16)

(1) For the years ended December 31, 2009 and 2008, our deficiency in income necessary to cover fixed charges was $879 million an

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DESCRIPTION OF THE NOTES

The descriptions in this prospectus supplement contain a description of the material terms of the notes and the indenture but do n Reference is hereby made to the indenture, the first supplemental indenture, the second supplemental indenture, the third supplemental i indenture, the fifth supplemental indenture, the sixth supplemental indenture, the seventh supplemental indenture and the form of note th the registration statement of which this prospectus supplement forms a part and to the Trust Indenture Act. References to "we," "us" an description refer only to Genworth Financial, Inc. and not any of its subsidiaries.

General

We will issue the notes under an indenture, dated as of June 15, 2004, between us and The Bank of New York Mellon Trust Comp Chase Bank), as trustee, as supplemented by a first supplemental indenture, dated as of June 15, 2004, a second supplemental indenture, third supplemental indenture, dated as of June 12, 2007, a fourth supplemental indenture, dated as of May 22, 2008, a fifth supplemental 2009, a sixth supplemental indenture, dated as of June 24, 2010 and a seventh supplemental indenture, to be dated as of November 22, 20 trustee. We refer to the indenture, as so supplemented, as the indenture. The trustee will initially be the security registrar and paying agen

On June 15, 2004, we issued $1.9 billion aggregate principal amount of notes under the indenture, consisting of $500 million aggr floating rate notes due 2007, $500 million aggregate principal amount of 4.750% notes due 2009, $600 million aggregate principal amou $300 million aggregate principal amount of 6.500% notes due 2034. On September 19, 2005, we issued $350 million aggregate principal On June 12, 2007, we issued $350 million aggregate principal amount of 5.650% notes due 2012. On May 22, 2008, we issued $600 mil 6.515% notes due 2018. On December 8, 2009, we issued $300 million aggregate principal amount of 8.625% notes due 2016. On June 2 aggregate principal amount of 7.700% notes due 2020. We are now issuing $400 million aggregate principal amount of 7.20% notes due

When we use the term "business day," we mean any calendar day that is not a Saturday, Sunday or legal holiday in New York, Ne banks are open for business in New York, New York.

The notes offered hereby will mature at par on February 15, 2021. Interest on the notes will accrue from November 22, 2010 and in two equal payments on February 15 and August 15 of each year, beginning on February 15, 2011, to the persons in whose names the n business on February 1 or August 1 (whether or not a business day), respectively, prior to each interest payment date at the annual rate of due on redemption or at maturity (whether or not an interest payment date) will be paid to the person to whom principal is payable.

For any full semi-annual period in respect of the notes, the amount of interest will be calculated on the basis of a 360-day year of t period shorter than a full semi-annual period the amount of interest will be calculated on the basis of a 30-day month, and, for any period the actual number of days elapsed per 30-day month.

If an interest payment date for the notes falls on a date that is not a business day (as defined above), then interest will be paid on th and no interest on such payment will accrue for the period from and after such interest payment date. If a redemption date or the maturity that is not a business day, the related payments of principal, premium, if any, and interest may be made on

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the next succeeding business day, and no additional interest will accrue on the amount payable for the period from and after the redempti

The notes will not be entitled to the benefit of any sinking funds.

The notes will be issued as fully registered notes (to be deposited with the depositary or its custodian) and in denominations of $2 $1,000 in excess of $2,000.

In addition to the notes, we may issue from time to time other series of debt securities under the indenture consisting of debenture unsubordinated evidences of indebtedness, but such other series will be separate from and independent of the notes. The indenture does r securities or any other debt (whether secured or unsecured or whether subordinated or unsubordinated) which we may incur.

We may from time to time, without the consent of the holders of the notes, reopen the series of debt securities of which the notes a having the same ranking and the same interest rate, maturity and other terms as the notes, except for the public offering price and the issu interest accrual date and the initial interest payment date. Any additional notes having similar terms, together with the notes, will constitu under the indenture and will be fungible with the previously issued notes to the extent specified in the applicable pricing supplement. No issued if an event of default has occurred and is continuing with respect to the series of debt securities of which such notes are a part.

The trustee will maintain an office in the Borough of Manhattan, the City of New York where we will pay the principal and premi may present the notes for registration of transfer and exchange.

Ranking

The notes will be our direct, senior unsecured obligations and will rank without preference or priority among themselves and equa future senior unsecured debt.

We are a holding company and conduct substantially all of our operations through subsidiaries. However, the notes will be obliga Financial, Inc. and will not be guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all debt an subsidiaries (including liabilities to policyholders and contractholders), which means that creditors of our subsidiaries will be paid from t notes would have any claims to those assets. As of September 30, 2010, our subsidiaries had outstanding $92,612 million of total liabiliti debt (excluding, in each case, intercompany liabilities).

As a holding company, dividends from our subsidiaries and permitted payments to us under our tax sharing arrangements with ou sources of cash to pay principal and interest on the notes and meet our other obligations. The payment of dividends and other distributior subsidiaries is regulated by insurance laws and regulations. In general, dividends in excess of prescribed limits are deemed "extraordinar approval. The ability of our insurance subsidiaries to pay dividends to us is also subject to various conditions imposed by the rating agen their ratings. Our subsidiaries have no obligation to pay any amounts due on the notes.

As of September 30, 2010, we had outstanding $4,778 million of unsecured and unsubordinated debt at the parent company level. ability to incur senior, subordinated or secured debt, or our ability, or that of any of our existing or future subsidiaries, to incur other inde issue preferred stock.

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Optional Redemption

We may redeem all or a portion of the notes at our option at any time or from time to time as set forth below. We will mail notice registered holders of the notes to be redeemed at least 30 days and not more than 60 days prior to the redemption date. We may redeem s equal to the greater of:

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

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having remaining term ("Remaining Life") of the notes to be redeemed that would be utilized, at the time of selection and in accordance with cu pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes.

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quot after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains f Treasury Dealer Quotations, the average of all such Quotations or, if only one such Quotation is obtained, such Quotation.

"Independent Investment Banker" means an independent investment banking institution of national standing appointed by us, whi Treasury Dealers.

"Reference Treasury Dealer" means each of (1) J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorpora *provided* that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (a "Primary Treas therefor another Primary Treasury Dealer and (2) any other Primary Treasury Dealer selected by us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the ave Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage o writing to the Independent Investment Banker by the Reference Treasury Dealer at 5:00 p.m. on the third business day preceding such re

"Treasury Rate" means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published week the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturi Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or a the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate sh from such yields on a straight line basis, rounding to the nearest month), (2) if the period from the redemption date to the maturity date o than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year w (or any successor release) is not published during the week preceding the calculation date or does not contain such

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yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a pric
Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury
the third business day preceding the redemption date. The trustee shall not be responsible for any such calculation.

Events of Default

Any of the following events will constitute an event of default under the indenture with respect to the notes:

- failure to pay interest on the notes for thirty days past the applicable due date;
- failure to pay the principal amount of, or premium, if any, on the notes when due (whether at maturity or otherwise);
- failure to observe or perform any other covenant or agreement in the indenture, which continues for 60 days after written n at least 25% of the outstanding principal amount of the notes as provided in the indenture;
- acceleration of more than $100 million of our indebtedness for borrowed money by the terms thereof if the acceleration is r days after written notice from the trustee or holders of at least 25% of the outstanding principal amount of the notes as prov this event of default will be remedied, cured or waived without further action upon the part of either the trustee or any of th other indebtedness is remedied, cured or waived; and
- specified events relating to the bankruptcy, insolvency or reorganization of us or any of our significant subsidiaries.

The term "significant subsidiary" has the same meaning as the definition of that term set forth in Rule 1-02 of Regulation S-X as p

Remedies

If an event of default arising from specified events of the bankruptcy, insolvency or reorganization of us or any of our significant s amount of all outstanding notes will become due and payable immediately, without further action or notice on the part of the holders of t event of default with respect to the notes occurs, the trustee or the holders of not less than 25% in principal amount of outstanding notes r the notes to be due and payable immediately, by a notice in writing to us, and to the trustee if given by holders. Upon that declaration the become immediately due and payable. However, at any time after a declaration has been made or the notes have otherwise become due a or decree for payment of the money due has been obtained, the holders of a majority in principal amount of outstanding notes may, subje indenture, rescind and annul that declaration or acceleration and its consequences.

Subject to the provisions of the indenture relating to the duties of the trustee, if an event of default then exists, the trustee will be u of its rights or powers under the indenture at your request, order or direction, unless you have offered to the trustee reasonable security o provisions for the security or indemnification of the trustee and otherwise in accordance with the conditions specified in the indenture, th amount of outstanding notes have the right to direct the time, method and place of conducting any proceeding for and remedy available t or power conferred on the trustee in connection with the notes.

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Notice of Default

The trustee will, within 90 days after the occurrence of an event of default with respect to the notes, mail to the holders of the note unless such event of default has been cured or waived. However, the Trust Indenture Act and the indenture currently permits the trustee t default (except for certain payment defaults) if the trustee in good faith determines the withholding of such notices to be in the interests o

We will furnish the trustee with an annual statement as to our compliance with the conditions and covenants in the indenture.

Legal Proceedings and Enforcement of Right of Payment

You will not have any right to institute any proceeding in connection with the indenture or for any remedy under the indenture, un the trustee written notice of a continuing event of default with respect to the notes. In addition, the holders of at least 25% in principal an have made written request, and offered reasonable indemnity, to the trustee to institute that proceeding as trustee, and, within 60 days fol the trustee must not have received from the holders of a majority in principal amount of the outstanding notes a direction inconsistent wi to institute the proceeding. However, you will have an absolute right to receive payment of the principal of and interest on that note at th currency expressed in the indenture and the note and to institute a suit for the enforcement of that payment.

Consolidation, Merger and Conveyance of Assets as an Entirety; No Financial Covenants

We will covenant in the indenture that we will not merge or consolidate with any other person or sell, convey, transfer, or otherwi of our assets unless:

- either we are the continuing corporation or the successor person is a corporation or limited liability company organized und any state thereof or the District of Columbia and this other person expressly assumes all of our obligations under the indent
- we are not, or such successor entity is not, immediately after such merger, consolidation, sale, conveyance, transfer or othe performance of any obligations thereunder.

In case of any such consolidation, merger, sale, conveyance (other than by way of lease), transfer or other disposition, and upon an successor corporation or limited liability company, such successor corporation or limited liability company shall succeed to and be subst as if it had been named in the indenture as us and we shall be relieved of any further obligations under the indenture and under the notes.

The indenture does not contain any financial or other similar restrictive covenants.

Modification of Indenture

We may enter into supplemental indentures for the purpose of modifying or amending the indenture with respect to the notes with majority in aggregate principal amount of the notes. However, the consent of each holder affected is required for any amendment:

- to change the stated maturity of principal of, or any installment of principal of or interest on, any note,
- to reduce the rate of or extend the time for payment of interest, if any, on any note or to alter the manner of calculation of in as part of any interest rate reset),
- to reduce the principal amount or premium, if any, on any note,

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- to make the principal of, premium, if any, or interest on any note payable in a different currency,
- to reduce the percentage in principal amount of the notes, the holders of which are required to consent to any supplemental past default or event of default,
- to change any place of payment where the notes or interest thereon is payable,
- to modify the interest rate reset provisions of any note,
- to impair the right of any holder of the notes to bring a lawsuit for the enforcement of any payment on or after the stated ma
- to modify provisions of the indenture relating to waiver of defaults or amendment of the indenture, except to increase the p notes whose holders must consent to an amendment or to provide that certain other provisions of the indenture cannot be m consent of the holder of each outstanding note affected by the modification or waiver.

In addition, we and the trustee with respect to the indenture may enter into supplemental indentures without the consent of the hol the following purposes:

- to evidence that another corporation or limited liability company has become our successor under the provisions of the inde mergers, and sales of assets and that the successor assumes our covenants, agreements, and obligations in the indenture and
- to add to our covenants further covenants, restrictions, conditions, or provisions for the protection of the holders of the note these additional covenants, restrictions, conditions, or provisions a default or an event of default under the indenture,
- to cure any ambiguity, to correct or supplement any provisions that may be defective or inconsistent with any other provisi in regard to matters or questions arising under the indenture that do not adversely affect the interests of any holders of note made solely to conform the provisions of the indenture to the description of the notes contained in this prospectus were sol affect the interests of the holders of the notes,
- to modify or amend the indenture to permit the qualification of the indenture or any supplemental indenture under the Trus effect,
- to add guarantees with respect to the notes, and
- to evidence and provide for the acceptance of appointment by a successor or separate trustee with respect to the notes.

Defeasance of Indenture

We have the right to terminate all of our obligations under the indenture with respect to the notes (other than the obligation to pay notes and certain other obligations) at any time by depositing in trust with the trustee, under an irrevocable trust agreement, money or U. amount sufficient to pay principal of, premium, if any, and interest, if any, on the notes to their maturity or redemption, as the case may b other conditions, including delivery to the trustee of an opinion of counsel, to the effect that you will not recognize income, gain or loss f result of our exercise of such right and will be subject to federal income tax on the same amount and in the same manner and at the same otherwise.

In addition, we have the right at any time to terminate all of our obligations under the indenture with respect to the notes, other tha from the trust fund described below, payments of principal of, and interest on, the notes when due and (2) certain obligations relating to t

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obligations to register the transfer or exchange of the notes, to replace mutilated, lost or stolen notes, to maintain a registrar and paying a compensation to, and expenses of, the trustee, and with respect to the resignation or removal of the trustee, by depositing in trust with the agreement, money or U.S. government obligations in an amount sufficient to pay principal of, premium, if any, and interest, if any, on th redemption, as the case may be, and complying with certain other conditions, including delivery to the trustee of an opinion of counsel o Revenue Service, to the effect that you will not recognize income, gain or loss for federal income tax purposes as a result of our exercise federal income tax on the same amount and in the same manner and at the same times as would have been the case otherwise, which opin change in the applicable federal tax law since the date of the indenture.

Miscellaneous Provisions

The indenture provides that the notes, including those for which payment has been deposited or set aside in trust as described unde below, will not be deemed to be "outstanding" in determining whether the holders of the requisite principal amount of the outstanding no demand, direction, consent or other action under the indenture as of any date, or are present at a meeting of holders for quorum purposes

We will be entitled to set any day as a record date for the purpose of determining the holders of outstanding notes issued under the any demand, direction, consent or other action under the indenture, in the manner and subject to the limitations provided in the indenture trustee also will be entitled to set a record date for action by holders. If such a record date is set for any action to be taken by holders of n such action may be taken only by persons who are holders of such notes on the record date.

Satisfaction and Discharge

The indenture will generally cease to be of any further effect with respect to the notes, if:

- we have delivered to the trustee for cancellation all outstanding notes (with certain limited exceptions), or
- all notes not previously delivered to the trustee for cancellation have become due and payable or are by their terms to becon year, and we have deposited with the trustee as trust funds the entire amount sufficient to pay all of the outstanding notes,
- and if, in either case, we also pay or cause to be paid all other sums payable under the indenture by us.

The indenture will be deemed satisfied and discharged when no notes remain outstanding and when we have paid all other sums p

Any monies and U.S. government obligations deposited with the trustee for payment of principal of, and interest and premium, if but remaining unclaimed by the holders of the notes for two years after the date upon which the principal of, and interest and premium, i be, shall have become due and payable, shall be repaid to us by the trustee on written demand. Thereafter, the holder of the notes may lo

Resignation and Removal of the Trustee

The trustee may resign at any time by giving written notice thereof to us. The trustee may also be removed by act of the holders o the then outstanding notes. No resignation or removal of the trustee and no appointment of a successor trustee will become effective unti a successor trustee in accordance with the requirements of the indenture.

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Governing Law

The indenture is, and any notes will be, governed by and construed in accordance with the laws of the State of New York.

Book-Entry System

The Depository Trust Company, or "DTC," which we refer to along with its successors in this capacity as the depositary, will act
notes. The notes will be issued as fully registered securities registered in the name of Cede & Co., the depositary's nominee. One or more
certificates, representing the total aggregate principal amount of the notes, will be issued and will be deposited with the depositary or its
regarding the restrictions on exchanges and registration of transfer referred to below.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive for
ability to transfer beneficial interests in the notes so long as the notes are represented by global security certificates.

Investors may elect to hold interests in the global notes through either DTC in the U.S. or Clearstream Banking, société anonyme
S. A. /N. V., as operator of the Euroclear System ("Euroclear"), in Europe if they are participants of such systems, or indirectly through
in such systems. Clearstream and Euroclear will hold interests on behalf of their participants through customers' securities accounts in C
on the books of their respective depositaries, which in turn will hold such interests in customers' securities accounts in the depositaries'

DTC advises that it is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" wi
Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Comme
registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants de
settlement among participants of securities transactions, including transfers and pledges, in deposited securities through electronic compu
participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include securitie
companies, clearing corporations and certain other organizations. The depositary is owned by a number of its direct participants and by t
American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to DTC's system is also available to oth
and dealers, banks and trust companies that clear transactions through or maintain a direct or indirect custodial relationship with a direct
indirectly. The rules applicable to DTC and its participants are on file with the SEC.

Clearstream advises that it is incorporated under the laws of Luxembourg as a professional depositary. Clearstream holds securitie
("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants thro
in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to Clea
things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and b
with domestic markets in several countries. As a registered bank in Luxembourg, Clearstream is subject to regulation by the Luxembour
of the Financial Sector (Commission de Surveillance du Secteur Financier). Clearstream Participants are recognized financial institution
underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may inclu
to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial r
Participant, either directly or indirectly.

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Distributions with respect to interests in the notes held beneficially through Clearstream will be credited to cash accounts of Clear
with its rules and procedures.

Euroclear advises that it was created in 1968 to hold securities for participants of Euroclear ("Euroclear Participants") and to clear
Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical m
risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and
domestic markets in several countries. Euroclear is operated by Euroclear Bank S. A. /N. V. (the "Euroclear Operator"). All operations a
Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator. Euroclea
(including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters
also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirect

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governin
Operating Procedures of Euroclear, and applicable Belgian law (collectively, the "Terms and Conditions"). The Terms and Conditions g
cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclea
held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts u
only on behalf of Euroclear Participants, and has no records of or relationship with persons holding through Euroclear Participants.

Distributions with respect to the notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Partic
Terms and Conditions.

We will issue the notes in definitive certificated form if the depositary notifies us that it is unwilling or unable to continue as depo
a clearing agency registered under the Securities Exchange Act of 1934, as amended, and a successor depositary is not appointed by us w
beneficial interests in a global security certificate may be exchanged for definitive certificated notes upon request by or on behalf of the d
customary procedures following the request of a beneficial owner seeking to exercise or enforce its rights under such notes. If we determ
no longer be represented by global security certificates, we will inform the depositary of such determination who will, in turn, notify part
their beneficial interest from the global security certificates, and if such participants elect to withdraw their beneficial interests, we will is
in exchange for such beneficial interests in the global security certificates. Any global note, or portion thereof, that is exchangeable pursu
exchangeable for security certificates, as the case may be, registered in the names directed by the depositary. We expect that these instruc
received by the depositary from its participants with respect to ownership of beneficial interests in the global security certificates.

As long as the depositary or its nominee is the registered owner of the global security certificates, the depositary or its nominee, as
considered the sole owner and holder of the global security certificates and all notes represented by these certificates for all purposes und
limited circumstances referred to above, owners of beneficial interests in global security certificates:

- will not be entitled to have the notes represented by these global security certificates registered in their names, and
- will not be considered to be owners or holders of the global security certificates or any notes represented by these certificat
or the indenture.

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All payments on the notes represented by global security certificates and all transfers and deliveries of related notes will be made the case may be, as the holder of such securities.

Ownership of beneficial interests in the global security certificates will be limited to participants or persons that may hold benefic have accounts with the depositary or its nominee. Ownership of beneficial interests in global security certificates will be shown only on, interests will be effected only through, records maintained by the depositary or its nominee, with respect to participants' interests, or any interests of persons held by the participant on their behalf. Payments, transfers, deliveries, exchanges and other matters relating to benefi certificates may be subject to various policies and procedures adopted by the depositary from time to time. Neither we nor the trustee wil for any aspect of the depositary's or any participant's records relating to, or for payments made on account of, beneficial interests in glob maintaining, supervising or reviewing any of the depositary's records or any participant's records relating to these beneficial ownership i

Although the depositary has agreed to the foregoing procedures in order to facilitate transfers of interests in the global security cer depositary is under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any ti responsibility for the performance by the depositary or its direct participants or indirect participants under the rules and procedures gover

The information in this section concerning the depositary, its book-entry system, Clearstream and Euroclear has been obtained fro reliable, but we have not attempted to verify the accuracy of this information.

Global Clearance and Settlement Procedures

Initial settlement for the notes will be made in immediately available funds. Secondary market trading between DTC Participants accordance with DTC rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Second Clearstream Participants and/or Euroclear Participants will occur in the ordinary way in accordance with the applicable rules and operati Euroclear, as applicable.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly thr Euroclear Participants, on the other, will be effected through DTC in accordance with DTC rules; however, such cross-market transactio instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and pr deadlines (European time).

Because of time-zone differences, credits of the notes received in Clearstream or Euroclear as a result of a transaction with a DTC subsequent securities settlement processing and dated the business day following the DTC settlement date. Such credits or any transactio processing will be reported to the relevant Euroclear Participant or Clearstream Participant on such business day. Cash received in Clears sales of the notes by or through a Clearstream Participant or a Euroclear Participant to a DTC Participant will be received with value on t available in the relevant Clearstream or Euroclear cash account only as of the business day following settlement in DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of notes among and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued

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UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

This section summarizes the material U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of the purcha notes. This summary deals only with notes that are held as capital assets by Non-U.S. Holders that purchase the notes in this offering at t cover of this prospectus supplement. A "Non-U.S. Holder" is a beneficial owner of notes and is generally an individual, corporation, esta

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in the Uni United States or any subdivision thereof;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; a
- a trust if a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more control all substantial decisions of the trust or such trust has a valid election in effect under applicable Treasury regulations

If a partnership holds notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of apply if a Non-U.S. Holder is a "controlled foreign corporation" or "passive foreign investment company," as defined under the Internal amended (the "Code"), and to certain expatriates or former long-term residents of the United States. If you fall within any of the foregoin your own tax advisor to determine the U.S. federal, state, local and foreign tax consequences that may be relevant to you.

This summary does not describe all of the U.S. federal income tax consequences that may be relevant to the purchase, ownership a prospective Non-U.S. Holder in light of that investor's particular circumstances. In addition, this summary does not address other U.S. fe taxes or alternative minimum taxes), state, local and foreign tax consequences that may be relevant to you.

This section is based upon the Code, judicial decisions, final, temporary and proposed Treasury regulations, published rulings and pronouncements, changes to any of which subsequent to the date of this prospectus supplement may affect the tax consequences describe effect.

Please consult your own tax advisor as to the particular tax consequences to you of purchasing, holding and disposing of n circumstances under the Code and the laws of any other taxing jurisdiction.

U.S. Federal Withholding Tax

Subject to the discussion below concerning backup withholding, U.S. federal withholding tax will not apply to any payment of pri provided that in the case of interest:

- you do not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting sto and the Treasury regulations;
- you are not a controlled foreign corporation that is related, directly or indirectly, to us through stock ownership; and
- (a) you provide your name, address and certain other information on an Internal Revenue Service Form W-8BEN (or a suit under penalties of perjury, that you are not a U.S. person or (b) you hold your notes through certain foreign intermediaries certain certification requirements are satisfied.

Interest payments that are effectively connected with the conduct of a trade or business by you within the United States (and, whe
provides, are also attributable to a U.S. permanent establishment maintained by you) are not subject to the U.S. federal withholding tax, b
federal income tax, as described below.

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If you cannot satisfy the requirements described above, payments of interest will be subject to a 30% U.S. federal withholding tax
interest payments are effectively connected with the conduct of a U.S. trade or business. If a tax treaty applies to you, you may be eligibl
from U.S. federal withholding tax. To claim any exemption from or reduction in the 30% withholding tax, you should provide a properly
Form W-8BEN (or a suitable substitute form) claiming a reduction of or an exemption from withholding tax under an applicable tax trea
Revenue Service Form W-8ECI (or a suitable substitute form) stating that such payments are not subject to withholding tax because they
your conduct of a trade or business in the United States.

U.S. Federal Income Tax

If you are engaged in a trade or business in the United States (and, if a tax treaty applies, if you maintain a permanent establishme
interest on the notes, including interest received on redemption or retirement, is effectively connected with the conduct of such trade or b
attributable to such permanent establishment), you will be subject to U.S. federal income tax (but not U.S. withholding tax assuming a pr
a suitable substitute form) is provided) on such interest on a net income basis in generally the same manner as if you were a U.S. person.
circumstances, if you are a foreign corporation you may be subject to a 30% (or, if a tax treaty applies, such lower rate as provided) bran

Any gain or income, other than interest which is taxable as set forth above, realized on the disposition of a note (including a reden
not be subject to U.S. federal income tax unless:

- such gain or income is effectively connected with your conduct of a trade or business in the United States (and, where an a
  also attributable to a U.S. permanent establishment maintained by you); or
- you are an individual who is present in the United States for 183 days or more in the taxable year of the disposition and cer

Backup Withholding and Information Reporting

Unless you are an exempt recipient, interest payments on the notes and the proceeds received from a disposition (including a rede
be subject to information reporting and may also be subject to U.S. federal backup withholding at the applicable rate if you fail to comply
reporting or certification requirements. The certification procedures required to claim the exemption from withholding tax on interest des
certification requirements necessary to avoid the backup withholding tax as well.

Backup withholding is not an additional tax. Any amounts so withheld under the backup withholding rules may be refunded or cre
income tax liability, provided you timely furnish the required information to the Internal Revenue Service.

**The preceding discussion of certain material U.S. federal income tax consequences is general information only and is not t
should consult your own tax advisor as to the particular tax consequences to you of purchasing, holding or disposing of notes, inc
effect of any state, local or non-U.S. tax laws, and of any changes or proposed changes in applicable law.**

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BENEFIT PLAN INVESTOR CONSIDERATIONS

The following discussion was not intended or written to be used, and cannot be used, for the purpose of avoiding United States fe
was written in connection with the promotion or marketing of the notes.

The following is a summary of certain considerations associated with the purchase of the notes by employee benefit plans that are
Retirement Income Security Act of 1974, as amended ("ERISA"), by plans that are subject to Section 4975 of the Code or by persons wh
considered to include "plan assets" of such plans (each, an "ERISA Plan"). Certain benefit plans may be subject to federal, state, local, n
similar to such provisions of ERISA or Section 4975 of the Code (collectively, "Similar Laws") and, accordingly, may be subject to simi
Plans, "Plans").

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan
"parties in interest" (as defined in ERISA) or "disqualified persons" (as defined in Section 4975 of the Code), unless an exemption applic
transaction may have to be rescinded, and a fiduciary of an ERISA Plan that permits such a transaction may be subject to penalties and li

The issuer may be a party in interest or disqualified person with respect to ERISA Plans from time to time, and the extension of cr
Section 406 of ERISA and Section 4975 of the Code applies. The acquisition and/or holding of notes by any ERISA Plan as to which the
considered a party in interest or a disqualified person may result in a direct or indirect prohibited transaction under ERISA and/or Sectio
statutory, class or individual prohibited transaction exemption applies.

Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code exempt the involvement of the assets of an ERISA Plan in con
of property with, the lending of money or other extension of credit with, or the transfer of plan assets to, or the use of plan assets by or fo
party in interest or disqualified person if: (i) such person is a party in interest or disqualified person solely by reason of providing service
of certain relationships to such a service provider and is not a fiduciary (including by reason of rendering investment advice) with respec
involved in the transaction and (ii) the ERISA Plan pays no more and no less than adequate consideration (as defined in such Sections).

In addition, the U.S. Department of Labor has issued prohibited transaction class exemptions, or PTCEs, that may apply to the acq
These class exemptions include, without limitation, PTCE 84-14 (relating to transactions determined by independent qualified professior
(relating to transactions involving insurance company pooled separate accounts), PTCE 91-38 (relating to transactions involving bank co
PTCE 95-60 (relating to transactions involving life insurance company general accounts) and PTCE 96-23 (relating to transactions deterr
A purchaser of any notes should be aware that there can be no assurance that all of the conditions of any such exemptions will be satisfie
exemptive relief provided by any such exemption might not cover all acts which might be construed as prohibited transactions.

The notes should not be purchased or held by any Plan unless such purchase and holding will not constitute or result in a non-exen
ERISA and Section 4975 of the Code or a similar violation under any applicable Similar Laws.

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Representation

By acceptance of a note, each purchaser and subsequent transferee of a note will be deemed to have represented and warranted tha used by such purchaser or transferee to acquire or hold the note constitutes assets of any Plan or (ii) the purchase and holding of the note will not constitute or result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code, or a similar violation unde

The preceding discussion is general in nature and is not intended to be all-inclusive. Fiduciaries or other persons considering purc with the assets of, any Plan should consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code ar investment, including the applicability of any exemption thereto. Each purchaser and holder of the notes has exclusive responsibility for holding of the notes does not violate the fiduciary and prohibited transaction rules of ERISA, Section 4975 of the Code and any Similar I Plan is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requ investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan

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UNDERWRITING

J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are joint book-running managers and are act
underwriters named below.

Subject to the terms and conditions of the underwriting agreement dated the date of this prospectus supplement, the underwriters n
to purchase from us, and we have agreed to sell, the principal amount of notes listed opposite their names below at the public offering pri
set forth on the cover page of this prospectus supplement:

Underwriters
J.P. Morgan Securities LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Citigroup Global Markets Inc.
Deutsche Bank Securities Inc.
Total

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subj
the underwriters will purchase all of the notes offered by this prospectus supplement if any of these notes are purchased.

We have been advised by the underwriters that the underwriters propose to offer the notes directly to the public at the public offer
page of this prospectus supplement and to certain dealers at such price less a concession not in excess of 0.40% of the principal amount o
allow, and such dealers may reallow, a concession not in excess of 0.25% of the principal amount of the notes to certain other dealers. A
underwriters may change the offering price and other selling terms.

We estimate that our share of total expenses of this offering, excluding the underwriting discount, will be less than $1 million.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, and
underwriters may be required to make in respect of any of these liabilities.

The notes are a new issue of securities with no established trading market. The notes will not be listed on any securities exchange
quotation system. The underwriters may make a market in the notes after completion of the offering, but will not be obligated to do so an
making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes or that an ac
will develop. If an active trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affe

In connection with the offering of the notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affe
Specifically, the underwriters may overallot in connection with the offering, creating a short position. In addition, the underwriters may b
the open market to cover short positions or to stabilize the price of the notes. Any of these activities may stabilize or maintain the market
independent market levels, but no representation is made hereby that the underwriters will engage in any of those transactions or of the m
transactions described above may have on the market price of the notes. The underwriters may also impose a penalty bid. This occurs wh
to the underwriters a portion of the underwriting discount received by it because the underwriters have repurchased notes sold by or for t

underwriter in stabilizing or short covering transactions. The underwriters will not be required to engage in these activities, and if
may end any of these activities at any time without notice.

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The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may inclu
and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. C
respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment bankin
received or will receive customary fees and expenses. Certain underwriters in this offering have participated in the prior offerings of our
Common Stock. Affiliates of the underwriters in this offering are also lenders under our revolving credit facilities and will receive a port
offering.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad
trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account a
customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities
instruments.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a Releva
underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in
Relevant Implementation Date) it has not made and will not make an offer of notes to the public in that Relevant Member State prior to t
relation to the notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved
and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may
Implementation Date, make an offer of notes to the public in that Relevant Member State at any time:

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, w
invest in securities;
- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a to
€43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts
- to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to o
representatives for any such offer; or
- in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3 of the Prospectu

For the purposes of the above, the expression an "offer of notes to the public" in relation to any notes in any Relevant Member Sta
any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to de
notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant
Prospectus Directive means Directive 2003/71/EC of the European Union and includes any relevant implementing measure in that Relev

United Kingdom

Each underwriter has represented and agreed that it has only communicated or caused to be communicated and will only commun
an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Ac
the issue or sale of the notes in circumstances in which Section 21(1) of FSMA does not apply to us and it has complied and will comply
FSMA with respect to anything done by it in relation to any notes in, from or otherwise involving the United Kingdom.

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Hong Kong

The notes may not be offered or sold by means of any document other than: (i) in circumstances which do not constitute an offer t the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Fut Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" wit Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be acc Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be d Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Ko

Japan

The notes have not been and will not be registered under the Securities and Exchange Law of Japan (the Securities and Exchange agreed that it will not offer or sell any notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, direc resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securitie applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this p other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circula notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accord other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an a business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an a (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after acquired the notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any (1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or

CONFLICTS OF INTEREST

Affiliates of the underwriters in this offering are lenders under our revolving credit facilities and will receive a portion of the net p than 5% of the proceeds of the offering will be used to repay borrowings we have received from affiliates of J.P. Morgan Securities LLC Smith Incorporated, Citigroup Global Markets Inc. and Deutsche Bank Securities Inc., participating underwriters in this offering. Becaus interest" is deemed to exist under NASD Rule 2720 of the Financial Industry Regulatory Authority. As a result, the offering is being con applicable provisions and exemptions of Rule 2720.

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LEGAL MATTERS

Weil, Gotshal & Manges LLP, New York, New York will pass upon the validity of the notes on behalf of Genworth. Certain legal
the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The consolidated financial statements and related financial statement schedules for Genworth Financial, Inc. as of December 31, 2
years in the three-year period ended December 31, 2009, and management's assessment of the effectiveness of internal control over finan
2009, included in our Annual Report on Form 10-K for the year ended December 31, 2009 have been incorporated by reference herein in
KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as expe
audit reports covering the December 31, 2009 and 2008 consolidated financial statements and related financial statement schedules inclu
10-K for the year ended December 31, 2009 refer to a change in the method of accounting for other-than-temporary impairments in 2009
connection with modifications or exchanges of insurance contracts in 2007.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can inspect and copy the
other information at the public reference facilities of the SEC at the SEC's Public Reference Room located at 100 F Street, N.E., Washin
SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. The SEC also maintains a web site that
information statements and other information regarding registrants that file electronically with the SEC (www.sec.gov). Our internet add
However, the information on our website is not a part of this prospectus supplement. In addition, you can inspect reports and other inform
New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

This prospectus supplement is part of a registration statement that we filed with the SEC under the Securities Act of 1933, as amen
including the attached exhibits, contains additional information about us. You may inspect the registration statement and exhibits withou
100 F Street, N.E., Washington, D.C. 20549, and you may obtain copies from the SEC at prescribed rates.

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INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus supplement, which means that we can disclose i
referring to those documents. We hereby “incorporate by reference” the documents listed below, which means that we are disclosing imp
referring you to those documents. The information that we file later with the SEC will automatically update and in some cases supersede
incorporate by reference the following documents or information filed with the SEC (other than, in each case, documents or information
not filed in accordance with SEC rules):

- Our Annual Report on Form 10-K for the year ended December 31, 2009;
- Our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2010, June 30, 2010 and September 30, 2010;
- Our Current Reports on Form 8-K filed on March 17, 2010 (as amended on May 14, 2010), May 14, 2010, May 24, 2010, J October 14, 2010 and November 8, 2010;
- Our Definitive Proxy Statement on Schedule 14A filed on April 1, 2010, but only to the extent that such information was in Annual Report on Form 10-K for the year ended December 31, 2009; and
- Future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after before the termination of this offering.

Upon your oral or written request, we will provide you with a copy of any of these filings at no cost. Requests should be directed t
President, General Counsel and Secretary, Genworth Financial, Inc., 6620 West Broad Street, Richmond, Virginia 23230, Telephone No

FORM 424B2

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PROSPECTUS

GENWORTH FINANCIAL, INC.

DEBT SECURITIES
COMMON STOCK
PREFERRED STOCK
WARRANTS
RIGHTS
UNITS

We may from time to time offer to sell our debt securities, common stock or preferred stock, either separately or represented by w
that include any of these securities or securities of other entities. The debt securities may consist of debentures, notes or other types of de
listed on the New York Stock Exchange and trades under the ticker symbol "GNW." The debt securities, preferred stock, warrants, rights
exercisable or exchangeable for common stock or preferred stock or other securities of ours or debt or equity securities of one or more ot

We may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a c
securities also may be resold by security holders. We will provide specific terms of any securities to be offered in supplements to this pro
prospectus and the applicable prospectus supplement carefully before you invest.

Our principal executive offices are located at 6620 West Broad Street, Richmond, Virginia 23230. Our telephone number is (804)

**Investing in these securities involves risks. See "Item 1A—Risk Factors" beginning on page 49 of our
K for the year ended December 31, 2008, which is incorporated by reference herein.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of thes
prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is August 26, 2009

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Use of Proceeds
Description of Securities
Selling Securityholders
Legal Matters
Experts

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ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement on Form S-3 that we filed with the Securities and Exchange Co known seasoned issuer" as defined in Rule 405 under the Securities Act of 1933. By using a shelf registration statement, we may sell, at one or more offerings, any combination of the securities described in this prospectus. As allowed by the SEC rules, this prospectus does included in the registration statement. For further information, we refer you to the registration statement, including its exhibits. Statemen about the provisions or contents of any agreement or other document are not necessarily complete. If the SEC's rules and regulations req be filed as an exhibit to the registration statement, please see that agreement or document for a complete description of these matters.

You should read this prospectus and any prospectus supplement together with any additional information you may need to make y should also read and carefully consider the information in the documents we have referred you to in "Where You Can Find More Inform incorporated by reference after the date of this prospectus is considered a part of this prospectus and may add, update or change informat Any information in such subsequent filings that is inconsistent with this prospectus will supersede the information in this prospectus or a

You should rely only on the information incorporated by reference or provided in this prospectus and any supplement. We have n provide you with other information. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not p that the information in this prospectus, any prospectus supplement or any document incorporated herein by reference is accurate as of an applicable document. Our business, financial condition, results of operations and prospects may have changed since that date.

Unless otherwise stated, or the context otherwise requires, references in this prospectus to "we," "us" and "our" are to Genworth F subsidiaries.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can inspect and copy the other information at the public reference facilities of the SEC at the SEC's Public Reference Room located at 100 F Street, N.E., Washin SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. The SEC also maintains a website that c information statements and other information regarding registrants that file electronically with the SEC (www.sec.gov). Our internet add However, the information on our website is not a part of this prospectus. In addition, you can inspect reports and other information we fi Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

We have filed a registration statement and related exhibits with the SEC under the Securities Act of 1933. The registration stateme about us and the securities we may issue. You may inspect the registration statement and exhibits without charge at the office of the SEC D.C. 20549, and you may obtain copies from the SEC at prescribed rates.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important inf those documents. We hereby "incorporate by reference" the documents listed below, which means that we are disclosing important infor those documents. The information that we file later with the SEC will automatically update and in some cases

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supersede this information. Specifically, we incorporate by reference the following documents or information filed with the SEC (other t information deemed to have been furnished and not filed in accordance with SEC rules):

- Our Annual Report on Form 10-K for the year ended December 31, 2008;
- Our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31 and June 30, 2009;
- Our Current Reports on Form 8-K filed on February 13, May 18 (only with respect to Item 5.02 and Exhibit 10.1 of Item 9
- The description of our Class A Common Stock contained in our Registration Statement on Form 8-A filed with the SEC or
- The description of our Series A Cumulative Preferred Stock contained in our Registration Statement on Form 8-A filed on
- Future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after before the termination of this offering.

Upon your oral or written request, we will provide you with a copy of any of these filings at no cost. Requests should be directed President, General Counsel and Secretary, Genworth Financial, Inc., 6620 West Broad Street, Richmond, Virginia 23230, Telephone No

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USE OF PROCEEDS

Unless otherwise stated in the prospectus supplement accompanying this prospectus, we will use the net proceeds from the sale of preferred stock, warrants, rights or units that may be offered hereby for general corporate purposes. Such general corporate purposes may funding of our insurance operations, reducing or refinancing our indebtedness or the indebtedness of our subsidiaries, financing possible outstanding securities. The prospectus supplement relating to an offering will contain a more detailed description of the use of proceeds securities.

DESCRIPTION OF SECURITIES

We will set forth in the applicable prospectus supplement a description of the debt securities, common stock, preferred stock, war offered under this prospectus.

SELLING SECURITYHOLDERS

Information about selling securityholders, where applicable, will be set forth in a prospectus supplement, in a post-effective amen the SEC under the Securities Exchange Act of 1934 that are incorporated by reference.

PLAN OF DISTRIBUTION

We may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a c will provide the specific plan of distribution for any securities to be offered in supplements to this prospectus.

LEGAL MATTERS

The validity of the securities offered hereby will be passed upon for us by Weil, Gotshal & Manges LLP, New York, New York.

EXPERTS

The consolidated financial statements and related financial statement schedules for Genworth Financial, Inc. as of December 31, 2 years in the three-year period ended December 31, 2008, and management's assessment of the effectiveness of internal control over finan 2008, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting f the authority of said firm as experts in accounting and auditing. The reports with respect to the consolidated financial statements and sche method of accounting for deferred acquisition costs in connection with modifications or exchanges of insurance contracts in 2007, and sh and other postretirement plan obligations in 2006.

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$400,000,000

Genworth Financial

Genworth Financial, Inc.
7.20% Senior Notes due 2021

PROSPECTUS SUPPLEMENT
November 17, 2010

Joint Book-Running Managers

BofA Merrill Lynch

J.P. Morgan

Co-Managers

Citi

Deutsche Bank Securities