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NO. 012 P. 1

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**MERGER OR SHARE EXCHANGE**

**GENWORTH FINANCIAL AGENCY, INC.**

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ARTICLES OF MERGER  
 FOR  
 FEE FOR SERVICE, INC.  
 INTO  
 GENWORTH FINANCIAL AGENCY, INC.

1-1-08

SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

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The following Articles of Merger are submitted to merge the following Florida Corporation in accordance with s. 6071109 or 6170302, Florida Statutes.

FIRST: Fee For Service, Inc., a Florida corporation, will merge into Genworth Financial Agency, Inc., a Virginia corporation.

SECOND: The surviving party of the merger will be Genworth Financial Agency, Inc., a Virginia corporation.

THIRD: The plan of merger attached as Exhibit A was approved by Fee For Service, Inc. in accordance with the applicable provisions of Chapters 607 of Florida Statutes.

FOURTH: The attached plan of merger was approved by Genworth Financial Agency, Inc. in accordance with the applicable laws of the Commonwealth of Virginia.

FIFTH: The effective date of the merger is 12:02 A.M. E.S.T., January 1, 2008.

SIXTH: The principal office of Genworth Financial Agency, Inc. is 6620 West Broad Street, Richmond, Virginia 23230.

SEVENTH: GNA Corporation, a Washington corporation, is the sole shareholder of Fee For Service, Inc., and it has consented to this merger.

Executed on December 20, 2007.

FEE FOR SERVICE, INC.

By: Ward E. Bobitz  
Name: Ward E. Bobitz  
Title: Vice President & Assistant  
Secretary

GENWORTH FINANCIAL AGENCY, INC.

By: Thomas E. Duffy  
Name: Thomas E. Duffy  
Title: Vice President & Secretary

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NO. 012

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Exhibit A

**Agreement and Plan of Merger**

**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
FEE FOR SERVICE, INC.  
AND  
GENWORTH FINANCIAL AGENCY, INC.**

This Agreement and Plan of Merger (this "Agreement") is dated this 20th day of December 2007, by and between Fee For Service, Inc., a Florida corporation ("Target") and, Genworth Financial Agency, Inc., a Virginia corporation ("Acquirer").

WHEREAS, Target is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with an authorized capital consisting of 1,000 shares of common stock, par value \$1 per share ("Target Capital Stock"), of which 100 are issued and outstanding and all of which are owned by GNA Corporation ("GNA");

WHEREAS, Acquirer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia with an authorized capital consisting of 20,000 shares of preferred stock, \$100 stated value ("Acquirer Preferred Stock"), of which 5,000 are issued and outstanding all of which are owned by Genworth Life and Annuity Insurance Company, a Virginia corporation, and 6,000 shares of authorized common stock, par value \$1 per share ("Acquirer Common Stock"), of which 6,000 are issued and outstanding and all of which are owned by GNA;

WHEREAS, Target desires to merge into Acquirer which will be the surviving corporation (the "Survivor") of the merger; and

WHEREAS, the Boards of Directors of Acquirer and Target and the Shareholder of Target deem it advisable to combine the Target and Acquirer by merging Target with and into Acquirer; and

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

**ARTICLE I**

**MERGER AND SURVIVING CORPORATION**

1.1 The Merger. Upon the terms and subject to the conditions hereof and in accordance with the provisions pertaining to the merging corporations contained in the Virginia Stock Corporation Act and the Florida Business Corporation Act and upon the filing of all required documents with the Florida Secretary of State and the Virginia State Corporation Commission, 12:02 a.m., E.S.T., January 1, 2008 (the "Effective Time"), or any such time as may be required by the Virginia State Corporation Commission, Target shall be merged with and into Acquirer (the "Merger").

1.2 Surviving Corporation. Acquirer shall be the surviving company of the Merger, and, at the Effective Time (as hereinafter defined), the separate existence of Target shall cease.

## ARTICLE II

### TERMS, CONDITIONS AND EFFECTS OF MERGER

2.1 Articles of Incorporation. The Articles of Incorporation of Acquirer as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Survivor and may be amended from time to time after the Effective Time as provided by Virginia law.

2.2 Bylaws. The Bylaws of Acquirer as in effect immediately prior to the Effective Time shall be the Bylaws of the Survivor, and shall not be amended by the Merger.

2.3 Directors and Officers. The directors and officers of Acquirer immediately prior to the Effective Time shall continue to be the directors and officers of the Survivor until their respective successors shall have been elected and qualified as provided by the Bylaws of the Survivor and Virginia law.

2.4 Approval by Shareholders. This Agreement was adopted by unanimous consent of the sole shareholders of Target and Acquirer.

2.5 Further Action. Target hereby agrees, as and when requested by the Survivor, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Survivor may deem necessary or desirable in order to vest in and confirm to the Survivor title to and possession of any property of Target acquired or to be acquired by reason of or as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.

2.6 Effects of Merger. (a) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registration, choses in action, and other assets of every kind and description of Target shall, to the extent permitted by law, transfer to, vest in and devolve upon the Survivor without further act or deed. (b) All liens upon the property of Target and all rights of creditors of Target shall be preserved unimpaired as the liens upon the property and obligations of the Survivor, including, without limitation, the rights of insurance policyholders and certificate holders, and all debts, liabilities and duties of Target shall become the debts, liabilities and duties of the Survivor and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Survivor.

## ARTICLE III

### TREATMENT OF SHARES

3.1 Acquirer Common Stock. Each issued and outstanding share of Acquirer Common Stock shall not be affected by the Merger, and shall continue to be outstanding at and after the Effective Time without any change and shall continue as a share of the Survivor.

3.2 Acquirer Preferred Stock. Each issued and outstanding share of Acquirer Preferred Stock shall not be affected by the Merger, and shall continue to be outstanding at and after the Effective Time without any change and shall continue as a share of the Survivor.

3.3 Target Capital Stock. At the Effective Time, all outstanding shares of Target Capital Stock shall be cancelled without consideration.

#### ARTICLE IV

#### MISCELLANEOUS

4.1 Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time before the Effective Time by the mutual consent of the Boards of Directors of Target and Acquirer or by the unilateral action of either of these Boards, if the terminating Board determines, in its sole discretion, that the consummation of the Agreement is, for any reason, inadvisable. Neither Acquirer nor Target shall have any liability to any other person by reason of the termination of this Agreement.

4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Virginia without regard to the principals of conflict of laws.

4.3 Amendment. Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of Target and Acquirer and in the case of an interpretation, the actions of such Boards shall be binding.

4.4 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

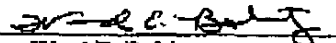
4.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed on and the same agreement.


*(remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first set forth above.


FEE FOR SERVICE, INC.

GENWORTH FINANCIAL AGENCY, INC.


By:   
Name: Ward E. Bobitz  
Title: Vice President & Assistant Secretary

By:   
Name: Thomas E. Duffy  
Title: Vice President & Secretary

ATTEST:

  
Name: Theresa A. Myers  
Title: Assistant Secretary

ATTEST:

  
Name: Vidal J. Torres  
Title: Assistant Secretary