

Genworth Life and Annuity Insurance Company
Commission Schedule

FC90
5/2/2010

Colony Term UL series	10 YR	15 YR	20 / 30 YR
% of premium paid up to the target premium in the first year	75.0000	85.0000	95.0000
% of premium paid in excess of the target premium in the first year	1.0000	1.0000	1.0000
% of premium paid in renewal years 2-10*	0.0000	0.0000	0.0000
% of premium paid in renewal years 11+	0.0000	0.0000	0.0000
% of net increase in target premium paid for a Coverage Extension Event**	80.0000	80.0000	80.0000

* No renewal commissions will be payable on any premium for which commission is received for a Coverage Extension Event.

** Generally, the commission is paid on the lesser of the premium in excess of the old target premium received by the Company within one year after a Coverage Extension Event and the difference between the old target premium and the Coverage Extension Event Target Premium for the one year after a Coverage Extension Event, as set forth in the Commission Schedule Addendum. Please refer to Commission Schedule Addendum for complete compensation guidelines.

GenGuard SUL

- 90.0000 % of premium paid up to the target premium in the first year
- 1.5000 % of premium paid in excess of the target premium in the first year
- 1.5000 % of premium paid in renewal years 2-10
- 0.0000 % of premium paid in renewal years 11+

GenGuard UL

- 80.0000 % of premium paid up to the target commissionable premium, regardless of year premium is paid
- 2.0000 % of premium paid in excess of the target commissionable premium in years 1-10
- 0.0000 % of premium paid in excess of the target commissionable premium in years 11+

Lifetime Protector SG II (conversions only) - UL

Life Ready UL II - Current Assumption UL

- 80.0000 % of premium paid up to the target premium in the first year
- 2.0000 % of premium paid in excess of the target premium in the first year
- 2.0000 % of premium paid in renewal years 2-10
- 0.0000 % of premium paid in renewal years 11+

SecureLiving Income Provider - Single Premium Immediate Annuity	No Trails (NT)***	Trails (T)***	Upfront Trails (UT)***	Period Certain - less than 5 years (P)
% of premium paid in amounts up to \$2,500,000, plus	3.0000	0.0000	1.5000	2.0000
% of premium paid in amounts between \$2,500,001 - \$5,000,000, plus	1.5000	N/A	N/A	N/A
% of premium paid in amounts between \$5,000,001 - \$10,000,000, plus	0.7500	N/A	N/A	N/A
% of premium paid in amounts between \$10,000,001 - \$15,000,000, plus	0.4000	N/A	N/A	N/A
% of premium paid in amounts equal to or greater than \$15,000,001+	0.2000	N/A	N/A	N/A
% of trails paid in amounts up to \$2,500,000	N/A	0.4500	0.2000	N/A

***SPIA commission is reduced for the Lifetime Only Single Annuitant payout option. Multiply above rate by 37.50% to calculate commission.

SecureLiving Rate Saver - Single Premium Deferred Annuity

	Initial Commission		Renewal Commission****	
	5 YR Term	7 YR Term	5 YR Term	7 YR Term
% of premium paid for issues ages 0-75	2.0000	2.7500	1.0000	1.3750
% of premium paid for issues ages 76-80	1.3500	2.1500	0.6750	1.0750
% of premium paid for issues ages 81-85	0.7000	1.5000	0.3500	0.7500

****Renewal commissions are based on the Contract Value and attained age at time of renewal. Renewal commissions are 50% of the currently offered Guarantee Terms for new money commission rates. All Guarantee Terms may not be available at time of renewal.

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All compensation payable hereunder shall be reduced when a Product is sold by an agent assigned to you under your Agent Agreement with the Company is entitled to share in the compensation for such sale.

1. *Commission Vesting Policy* If after your Agent Agreement with the Company has been terminated additional premium is paid into an annuity for which you received compensation under this Sales Compensation plan, you will receive compensation for such additional premium payment provided (1) your Agent Agreement was not terminated for "cause" and (2) the additional premium payment is received by the Company within 10 years from the policy's effective date.

2. *Rules on Compensation Charge Backs*

(a) In the event a withdrawal or partial surrender (above any applicable penalty-free amount) is granted or a policy or contract is surrendered or canceled within the first twelve (12) months after the date specified in paragraph (c) of this Section 2, compensations will be charged back to you as follows: 100% of compensations paid during that twelve (12) month period.

(b) In the event that any or all of the Annuity Value is applied under a settlement option of a policy or contract during the first twelve (12) months after the policy or contract Effective Date, compensations will be charged back to you as follows: 100% of the difference between the compensation percent at issue and the compensation percent if the policy was issued as an income annuity.

(c) For all annuities the time period for determining compensation charge backs is from the policy or contract Effective Date to the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable.

(d) All compensation charge backs shall be due and payable on the date of the written request for the surrender, cancellation, withdrawal or application of an Annuity Value to a settlement option or the date of death which makes a death benefit payable. By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay the Company, in addition to the compensation charge back amount, interest on the amount due at a rate of 5% per annum. Interest shall begin to accrue fourteen (14) days after notice to you of the event causing the compensation charge back to be due and payable. Notwithstanding the foregoing, interest payable hereunder shall not exceed the highest rate permitted by law.

(e) By acceptance of any compensation payable under this Sales Compensation Plan you agree to pay all costs of collection of any compensation charge back amount owed by you, including reasonable attorneys' fees, whether or not suit is commenced.

(f) If the values of an existing Company policy or contract are used to pay the premium of a new Company policy or contract, the Company reserves the right to reduce the compensation payable on the new policy or contract by the amount of compensation paid on the existing policy or contract.

(g) In any case where a compensation charge back is due the Company, the Company may offset the compensation charge back amount against any compensation otherwise payable to you by the Company or any Affiliate of the Company.

(h) All policy or contract loans are to be treated for the purposes of calculating any compensation charge back as if the loan were a withdrawal or partial surrender on which a surrender charge is deducted.

(i) By acceptance of any compensation payable under this Sales Compensation Plan, you agree to be responsible for repayment to the Company, by charge back or direct payment, any compensation paid to Agents appointed under your Agreement with the Company when such Agent's compensation account reflects a debit balance due the Company and the Agent has failed or refused to repay the compensation to the Company pursuant to their Agreement with the Company.

(j) *SecureLiving Annuities* - In the event a withdrawal or partial surrender in excess of any applicable penalty-free amount is taken or a policy or contract is surrendered or canceled within the first twelve (12) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you including any withdrawals that utilize any applicable nursing home or terminal illness waivers

In the event of death of any owner with an issue age of 76 or older, and the death of said owner occurs within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

In the event that there is a non-living owner (i.e. trust, corporate owner, etc.) and any annuitant has an issue age of 76 or older, and the said annuitant dies within the first six (6) months of the policy or contract effective date, 100% of the compensation paid will be charged back to you.

(k) *SecureLiving Rate Saver* - Upon renewal into a new Guarantee Term, there is a 100% charge back of the renewal commission in the first six (6) months of the renewal Guarantee Term for withdrawals (in excess of the free withdrawal amount) or surrenders.

(l) *SecureLiving Annuities* - Compensation is based upon the attained age of the oldest owner (or the oldest annuitant where there is a non-living owner) at the time the premium payment is received by the Company. Additions are not permitted.

(m) *SPIA Cash Refund* - The following commission chargeback rules apply for policies or contracts with the *Lifetime with Cash Refund* payment option: 100% of commissions due will be charged back if the annuitant(s) dies 0-6 months after the contract issue date or 50% of commissions due will be charged back if the annuitant(s) dies 7-12 months after the contract issue date.

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3. *Special Compensation Rules* The following rules will govern the payment of compensation for the special situations listed and the interpretation of applicability of such rules shall be at the Company's sole discretion:

(a) In the event of the rescission, cancellation or waiver of surrender charges of any policy or contract by reason of misrepresentation or misunderstanding, or for any other legal cause, the entire compensation paid to you by the Company shall be charged back and must be refunded to the Company on demand.

(b) No compensation is payable on premiums waived or commuted by the Company.

(c) Compensation is not payable on advance premiums deposited with the Company until such premium becomes due and payable under the policy or contract on which the premium has been paid in advance.

(d) If the premium paid on a policy or contract is refunded by the Company under the right to examine provisions of the policy or contract or for any other reason, compensation paid on that premium shall be charged back and must be refunded to the Company on demand.

(e) Compensation will not be paid on a policy or contract reinstated more than six months after the date of the lapse unless it is reinstated solely through your efforts.

(f) Compensation on conversions – Full first year commission and bonuses are payable on conversions and external replacements.

(g) Compensation on replacements - Renewal commissions are payable on internal replacements from other Genworth companies to the extent that there is no increased coverage on the pre-existing policy. In the case of increased coverage, the full first year commission rate is payable, applicable only on the increased amount of coverage. The renewal commission will use policy year 2 commission rates, regardless of the duration of the replaced policy. Commissions do not count toward incentives, aggregation and/or bonus.

(h) Permanent Flat Extras and Table Ratings are fully commissionable. Temporary Flat Extras are not commissionable if 5 years or less.

(i) While the Company will accept internal exchanges into the SecureLiving Income Provider Fixed Immediate Annuity issued by Genworth Life Insurance Company, compensation may be reduced. Surrender fees will not be waived. Please contact the Company for details.

4. *Sales Compensation Plan Revision* The Company reserves the right to issue and revise Sales Compensation Plans and agrees to notify you in writing when a new or revised Sales Compensation Plan becomes effective. The new or revised Sales Compensation Plan will apply to compensation on policies or contracts issued after its effective date.