

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission File Number 1-11356



Radian Group Inc. .

(Exact name of registrant as specified in its charter)

Delaware

23-2691170

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

550 East Swedesford Road , Suite 350 , Wayne , PA 19087

(Address of principal executive offices) (Zip Code)

(215) 231-1000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	RDN	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 150,418,855 shares of common stock, \$0.001 par value per share, outstanding on July 31, 2024.

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Glossary of Abbreviations and Acronyms for Selected References

The following list defines various abbreviations and acronyms used throughout this report, including the Condensed Consolidated Financial Statements, the Notes to Unaudited Condensed Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations.

A number of cross-references to additional information included throughout this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended December 31, 2023 ("2023 Form 10-K") are also utilized throughout this report, to assist readers seeking additional information related to a particular subject.

Term	Definition
2012 QSR Agreements	Collectively, the quota share reinsurance agreements entered into with a third-party reinsurance provider in the second and fourth quarters of 2012 to cede on a combined basis a portion of NIW originated between the fourth quarter of 2011 and the fourth quarter of 2014
2016 Single Premium QSR Agreement	Quota share reinsurance agreement entered into with a panel of third-party reinsurance providers in the first quarter of 2016 and subsequently amended in the fourth quarter of 2017 to cede a portion of Single Premium NIW originated between January 1, 2012, and December 31, 2017
2018 Single Premium QSR Agreement	Quota share reinsurance agreement entered into with a panel of third-party reinsurance providers in October 2017 to cede a portion of Single Premium NIW originated between January 1, 2018, and December 31, 2019
2020 Single Premium QSR Agreement	Quota share reinsurance agreement entered into with a panel of third-party reinsurance providers in January 2020 to cede a portion of Single Premium NIW originated between January 1, 2020, and December 31, 2021
2022 QSR Agreement	Quota share reinsurance arrangement entered into with a panel of third-party reinsurance providers to cede, starting July 1, 2022, a portion of NIW, which includes both Recurring Premium Policies and Single Premium Policies, originated between January 1, 2022, and June 30, 2023
2023 QSR Agreement	Quota share reinsurance arrangement entered into with a panel of third-party reinsurance providers to cede, starting July 1, 2023, a portion of NIW, which includes both Recurring Premium Policies and Single Premium Policies, originated between July 1, 2023, and June 30, 2024
2023 XOL Agreement	Excess-of-loss reinsurance arrangement entered into with a panel of third-party reinsurance providers to provide reinsurance on a portion of NIW, which includes both Recurring Premium Policies and Single Premium Policies, originated between October 1, 2021, and March 31, 2022
2024 QSR Agreement	Quota share reinsurance arrangement entered into with a panel of third-party reinsurance providers to cede, starting July 1, 2024, a portion of NIW, which includes both Recurring Premium Policies and Single Premium Policies, originated between July 1, 2024, and June 30, 2025
ABS	Asset-backed securities
All Other	Radian's non-reportable operating segments and other business activities, which include: (i) income (losses) from assets held by Radian Group; (ii) related general corporate operating expenses not attributable or allocated to our reportable segment; and (iii) the operating results from certain other immaterial activities and operating segments, including our Mortgage Conduit, Title, Real Estate Services and Real Estate Technology businesses
ASU	Accounting Standards Update, issued by the FASB to communicate changes to GAAP
Available Assets	As defined in the PMIERs, assets primarily including the most liquid assets of a mortgage insurer, and reduced by, among other items, premiums received but not yet earned and reinsurance funds withheld
BMO Master Repurchase Agreement	Uncommitted Master Repurchase Agreement, dated September 28, 2022, and as amended to date, between Bank of Montreal, a Canadian Chartered bank acting through its Chicago Branch, and Radian Mortgage Capital LLC to finance Radian Mortgage Capital's acquisition of mortgage loans and related mortgage loan assets. The termination date of the BMO Master Repurchase Agreement is currently September 25, 2024.
Claim Denial	Our legal right, under certain conditions, to deny a claim
Claim Severity	The total claim amount paid divided by the original coverage amount
CLO	Collateralized loan obligations
CMBS	Commercial mortgage-backed securities
Cures	Loans that were in default as of the beginning of a period and are no longer in default primarily because payments were received such that the loan is no longer 60 or more days past due

Term	Definition
Default to Claim Rate	The percentage of defaulted loans that are assumed to result in a claim submission
Eagle Re Issuer(s)	A group of unaffiliated special purpose insurers (VIEs) domiciled in Bermuda, comprising a series of Eagle Re entities related to reinsurance coverage issued starting in 2018
Exchange Act	Securities Exchange Act of 1934, as amended
Fannie Mae	Federal National Mortgage Association
FASB	Financial Accounting Standards Board
FHLB	Federal Home Loan Bank of Pittsburgh
FICO	Fair Isaac Corporation ("FICO") credit scores, for Radian's portfolio statistics, represent the borrower's credit score at origination and, in circumstances where there are multiple borrowers, the lowest of the borrowers' FICO scores is utilized
Foreclosure Stage Defaulted Loans	Loans in the stage of default in which a foreclosure sale has been scheduled or held
Freddie Mac	Federal Home Loan Mortgage Corporation
GAAP	Generally accepted accounting principles in the U.S., as amended from time to time
Goldman Sachs Master Repurchase Agreement	Uncommitted Master Repurchase Agreement, effective July 15, 2022, and as amended to date, among Goldman Sachs Bank USA, a national banking institution, Radian Liberty Funding LLC, a Delaware limited liability company, and Radian Mortgage Capital to finance the acquisition of mortgage loans and related mortgage loan assets. The termination date of the Goldman Sachs Master Repurchase Agreement is currently September 14, 2024.
GSE(s)	Government-Sponsored Enterprises (Fannie Mae and Freddie Mac)
IBNR	Losses incurred but not reported
IIF	Insurance in force, equal to the aggregate unpaid principal balances of the underlying loans
JP Morgan Master Repurchase Agreement	Uncommitted Master Repurchase Agreement, effective January 29, 2024, assigned by Flagstar Bank N.A. to JPMorgan Chase Bank, National Association, as administrative agent, to finance the acquisition of mortgage loans and related mortgage loan assets. The termination date of the JP Morgan Master Repurchase Agreement is January 27, 2025
LAE	Loss adjustment expenses, which include the cost of investigating and adjusting losses and paying claims
LTV	Loan-to-value ratio, calculated as the ratio of the original loan amount to the original value of the property, expressed as a percentage
Master Repurchase Agreements	The Goldman Sachs Master Repurchase Agreement, the BMO Master Repurchase Agreement, and JP Morgan Master Repurchase Agreement, collectively
Minimum Required Asset(s)	A risk-based minimum required asset amount, as defined in the PMIERs, calculated based on net RIF (RIF, net of credits permitted for reinsurance) and a variety of measures related to expected credit performance and other factors
Monthly and Other Recurring Premiums (or Recurring Premium Policies)	Insurance premiums or policies, respectively, where premiums are paid on a monthly or other installment basis, in contrast to Single Premium Policies
Monthly Premium Policies	Insurance policies where premiums are paid on a monthly installment basis
Mortgage Conduit	Radian's mortgage conduit business, operated primarily through Radian Mortgage Capital, which purchases eligible mortgage loans on the secondary market from residential mortgage lenders with the intent to either sell directly to mortgage investors or distribute into the capital markets through private label securitizations, with the option to hold servicing rights for the loans sold
Mortgage Insurance	Radian's mortgage insurance business segment, operated primarily through Radian Guaranty, which provides credit-related insurance coverage for the benefit of mortgage lending institutions and mortgage credit investors, principally through private mortgage insurance on residential first-lien mortgage loans, and also offers other credit risk management solutions to our customers
MPP Requirement	Certain states' statutory or regulatory risk-based capital requirement that the mortgage insurer must maintain a minimum policyholder position, which is calculated based on both risk and surplus levels

Term	Definition
NIW	New insurance written, representing the aggregate original principal amount of the mortgages underlying the Primary Mortgage Insurance
Parent Guarantees	Three separate parent guaranty agreements, entered into by Radian Group in connection with its mortgage conduit business, to guaranty the obligations of certain of its subsidiaries in connection with the Master Repurchase Agreements
Persistency Rate	The percentage of IIF that remains in force over a period of time
PMIERS	Private Mortgage Insurer Eligibility Requirements issued by the GSEs under oversight of the Federal Housing Finance Agency and updated by them from time to time to set forth requirements an approved insurer must meet and maintain to provide mortgage guaranty insurance on loans acquired by the GSEs
PMIERS Cushion	Under PMIERS, Radian Guaranty's excess of Available Assets over Minimum Required Assets
Pool Mortgage Insurance	Insurance that provides a lender or investor protection against default on a group or "pool" of mortgages, rather than on an individual mortgage loan basis, generally subject to an aggregate exposure limit, or "stop loss" (usually between 1% and 10%), and/or deductible applied to the initial aggregate loan balance of the entire pool, pursuant to the terms of the applicable insurance agreement
Primary Mortgage Insurance	Insurance that provides a lender or investor protection against default on an individual mortgage loan basis, at a specified coverage percentage for each loan, pursuant to the terms of the applicable master policy, which are updated periodically and filed in each of the jurisdictions in which we conduct business
QSR Program	The Single Premium QSR Program, the 2012 QSR Agreements, the 2022 QSR Agreement, the 2023 QSR Agreement and the 2024 QSR Agreement, collectively
Radian	Radian Group Inc. together with its consolidated subsidiaries
Radian Group	Radian Group Inc., our insurance holding company
Radian Guaranty	Radian Guaranty Inc., a Pennsylvania domiciled insurance subsidiary of Radian Group and our approved insurer under the PMIERS, through which we provide mortgage insurance products and services
Radian Mortgage Capital	Radian Mortgage Capital LLC, a Delaware limited liability company and an indirect subsidiary of Radian Group, through which we acquire and sell residential mortgage loans
Radian Title Insurance	Radian Title Insurance Inc., an Ohio domiciled insurance company and an indirect subsidiary of Radian Group, through which we offer title insurance and settlement services
RBC States	Risk-based capital states, which are those states that currently impose a statutory or regulatory risk-based capital requirement
Real Estate Services	Radian's real estate services business, operated primarily through Radian Real Estate Management LLC, which provides residential real estate management, valuation and due diligence services to single family rental investors, the GSEs and mortgage lenders, servicers and investors
Real Estate Technology	Radian's real estate technology services business, operated primarily through homegenius Real Estate LLC, which is an early-stage digital real estate business providing data, analytics and technology to institutions and consumers
Rescission	Our legal right, under certain conditions, to unilaterally rescind coverage on our mortgage insurance policies if we determine that a loan did not qualify for insurance
RIF	Risk in force; for Primary Mortgage Insurance, RIF is equal to the underlying loan unpaid principal balance multiplied by the insurance coverage percentage, whereas for Pool Mortgage Insurance, it represents the remaining exposure under the agreements
Risk-to-capital	Under certain state regulations, a maximum ratio of net RIF calculated relative to the level of statutory capital
RMBS	Residential mortgage-backed securities
RSU	Restricted stock unit
SAP	Statutory accounting principles and practices, including those required or permitted, if applicable, by the insurance departments of the respective states of domicile of our insurance subsidiaries
SEC	United States Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended

Term	Definition
Senior Notes due 2024	Our 4.500% unsecured senior notes due October 2024 (\$450 million original principal amount)
Senior Notes due 2025	Our 6.625% unsecured senior notes due March 2025 (\$525 million original principal amount, of which the outstanding principal amount was redeemed in March 2024)
Senior Notes due 2027	Our 4.875% unsecured senior notes due March 2027 (\$450 million original principal amount)
Senior Notes due 2029	Our 6.200% unsecured senior notes due May 2029 (\$625 million original principal amount)
Single Premium NIW	NIW on Single Premium Policies
Single Premium Policy / Policies	Insurance policies where premiums are paid in a single payment, which includes policies written on an individual basis (as each loan is originated) and on an aggregated basis (in which each individual loan in a group of loans is insured in a single transaction, typically shortly after the loans have been originated)
Single Premium QSR Program	The 2016 Single Premium QSR Agreement, the 2018 Single Premium QSR Agreement and the 2020 Single Premium QSR Agreement, collectively
SOFR	Secured Overnight Financing Rate
Statutory RBC Requirement	Risk-based capital requirement imposed by the RBC States, requiring a minimum surplus level and, in certain states, a minimum ratio of statutory capital relative to the level of risk
Title	Radian's title insurance and settlement services business, operated primarily through Radian Title Insurance and Radian Settlement Services Inc., which serve as a national title insurance underwriter and agency delivering closing and settlement services for purchase, refinance, home equity and default real estate transactions to mortgage lenders and investors, real estate agents, the GSEs and consumers
VIE	Variable interest entity
XOL Program	The credit risk protection obtained by Radian Guaranty in the form of excess-of-loss reinsurance, which indemnifies the ceding company against loss in excess of a specific agreed level, up to a specified limit. The program includes reinsurance agreements with the Eagle Re Issuers in connection with various issuances of mortgage insurance-linked notes, as well as more traditional XOL reinsurance agreements with third-party reinsurers.

Cautionary Note Regarding Forward-Looking Statements —Safe Harbor Provisions

All statements in this report that address events, developments or results that we expect or anticipate may occur in the future are "forward-looking statements" within the meaning of Section 27A of the Securities Act, Section 21E of the Exchange Act and the Private Securities Litigation Reform Act of 1995. In most cases, forward-looking statements may be identified by words such as "anticipate," "may," "will," "could," "should," "would," "expect," "intend," "plan," "goal," "contemplate," "believe," "estimate," "predict," "project," "potential," "continue," "seek," "strategy," "future," "likely" or the negative or other variations on these words and other similar expressions. These statements, which may include, without limitation, projections regarding our future performance and financial condition, are made on the basis of management's current views and assumptions with respect to future events. These statements speak only as of the date they were made, and we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. We operate in a changing environment where new risks emerge from time to time and it is not possible for us to predict all risks that may affect us. The forward-looking statements are not guarantees of future performance, and the forward-looking statements, as well as our prospects as a whole, are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in the forward-looking statements. These risks and uncertainties include, without limitation:

- the health of the U.S. housing market generally and changes in economic conditions that impact the size of the insurable mortgage market, the credit performance of our insured mortgage portfolio and our business prospects, including changes resulting from inflationary pressures, the higher interest rate environment and the risk of higher unemployment rates, as well as other macroeconomic stresses and uncertainties, including potential impacts resulting from political and geopolitical events;
- changes in the way customers, investors, ratings agencies, regulators or legislators perceive our performance, financial strength and future prospects;
- Radian Guaranty's ability to remain eligible under the PMIERs to insure loans purchased by the GSEs;
- our ability to maintain an adequate level of capital in our insurance subsidiaries to satisfy current and future regulatory requirements;
- changes in the charters or business practices of, or rules or regulations imposed by or applicable to, the GSEs or loans purchased by the GSEs, or changes in the requirements for Radian Guaranty to remain an approved insurer to the GSEs, such as changes in the PMIERs or the GSEs' interpretation and application of the PMIERs or other applicable requirements;
- the effects of the Enterprise Regulatory Capital Framework, finalized in February 2022, which establishes a new regulatory capital framework for the GSEs, and which, as finalized, increases the capital requirements for the GSEs, and among other things, could impact the GSEs' operations and pricing as well as the size of the insurable mortgage market;
- changes in the current housing finance system in the United States, including the roles of the Federal Housing Administration (the "FHA"), U.S. Department of Veterans Affairs ("VA"), the GSEs and private mortgage insurers in this system;
- our ability to successfully execute and implement our capital plans, including our risk distribution strategy through the capital markets and traditional reinsurance markets, and to maintain sufficient holding company liquidity to meet our liquidity needs;
- our ability to successfully execute and implement our business plans and strategies, including plans and strategies that may require GSE and/or regulatory approvals and licenses, that are subject to complex compliance requirements that we may be unable to satisfy, or that may expose us to new risks, including those that could impact our capital and liquidity positions;
- risks related to the quality of third-party mortgage underwriting and mortgage loan servicing;
- a decrease in the Persistency Rates of our mortgage insurance on Monthly Premium Policies;
- competition in the private mortgage insurance industry generally, and more specifically: price competition in our mortgage insurance business and competition from the FHA and the VA as well as from other forms of credit enhancement, such as any potential GSE-sponsored alternatives to traditional mortgage insurance;
- U.S. political conditions, which may be more volatile and present a heightened risk in Presidential election years, and legislative and regulatory activity (or inactivity), including adoption of (or failure to adopt) new laws and regulations, or changes in existing laws and regulations, or the way they are interpreted or applied;
- legal and regulatory claims, assertions, actions, reviews, audits, inquiries and investigations that could result in adverse judgments, settlements, fines, injunctions, restitutions or other relief that could require significant expenditures, new or increased reserves or have other effects on our business;

- the amount and timing of potential payments or adjustments associated with federal or other tax examinations;
- the possibility that we may fail to estimate accurately, especially in the event of an extended economic downturn or a period of extreme market volatility and economic uncertainty, the likelihood, magnitude and timing of losses in establishing loss reserves for our mortgage insurance business or to accurately calculate and/or project our Available Assets and Minimum Required Assets under the PMIERS, which could be impacted by, among other things, the size and mix of our IIF, future changes to the PMIERS, the level of defaults in our portfolio, the reported status of defaults in our portfolio (including whether they are subject to mortgage forbearance, a repayment plan or a loan modification trial period), the level of cash flow generated by our insurance operations and our risk distribution strategies;
- volatility in our financial results caused by changes in the fair value of our assets and liabilities, including with respect to our use of derivatives and within our investment portfolio;
- changes in GAAP or SAP rules and guidance, or their interpretation;
- risks associated with investments to grow our existing businesses, or to pursue new lines of business or new products and services, including our ability and related costs to develop, launch and implement new and innovative technologies and digital products and services, whether these products and services receive broad customer acceptance or disrupt existing customer relationships, and additional financial risks related to these investments, including required changes in our investment, financing and hedging strategies, risks associated with our increased use of financial leverage, which could expose us to liquidity risks resulting from changes in the fair values of assets, and the risk that we may fail to achieve forecasted results, which could result in lower or negative earnings contribution;
- the effectiveness and security of our information technology systems and digital products and services, including the risk that these systems, products or services fail to operate as expected or planned or expose us to cybersecurity or third-party risks, including due to malware, unauthorized access, cyberattack, ransomware or other similar events;
- our ability to attract and retain key employees;
- the amount of dividends, if any, that our insurance subsidiaries may distribute to us, which under applicable regulatory requirements is based primarily on the financial performance of our insurance subsidiaries, and therefore, may be impacted by general economic, competitive and other factors, many of which are beyond our control; and
- the ability of our operating subsidiaries to distribute amounts to us under our internal tax- and expense-sharing arrangements, which for our insurance subsidiaries are subject to regulatory review and could be terminated at the discretion of such regulators.

For more information regarding these risks and uncertainties as well as certain additional risks that we face, you should refer to "Item 1A. Risk Factors" in this report and "Item 1A. Risk Factors" in our 2023 Form 10-K, and to subsequent reports and registration statements filed from time to time with the SEC. We caution you not to place undue reliance on these forward-looking statements, which are current only as of the date on which we issued this report. We do not intend to, and we disclaim any duty or obligation to, update or revise any forward-looking statements to reflect new information or future events or for any other reason.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited)

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Radian Group Inc. and Subsidiaries
Condensed Consolidated Balance Sheets (Unaudited)

(In thousands, except per-share amounts)

	June 30, 2024	December 31, 2023
Assets		
Investments (Notes 5 and 6)		
Fixed-maturities available for sale—at fair value (amortized cost of \$ 5,648,303 and \$ 5,599,111)	\$ 5,176,521	\$ 5,188,228
Trading securities—at fair value (amortized cost of \$ 99,005 and \$ 110,484)	91,928	106,423
Equity securities—at fair value (cost of \$ 149,266 and \$ 92,124)	143,314	89,057
Mortgage loans held for sale—at fair value (Note 7)	458,096	32,755
Other invested assets—at fair value	7,422	8,625
Short-term investments—at fair value (includes \$ 98,397 and \$ 149,364 of reinvested cash collateral held under securities lending agreements)	710,868	660,566
Total investments	6,588,149	6,085,654
Cash	13,791	18,999
Restricted cash	1,993	1,066
Accrued investment income	47,607	45,783
Accounts and notes receivable	137,777	123,857
Reinsurance recoverables (includes \$ 174 and \$ 59 for paid losses)	31,064	25,909
Deferred policy acquisition costs	18,566	18,718
Property and equipment, net	56,360	63,822
Prepaid federal income taxes (Note 10)	837,736	750,320
Other assets (Note 9)	396,600	459,805
Total assets	\$ 8,129,643	\$ 7,593,933
Liabilities and stockholders' equity		
Liabilities		
Unearned premiums	\$ 206,094	\$ 225,396
Reserve for losses and LAE (Note 11)	357,470	370,148
Senior notes (Note 12)	1,513,782	1,417,781
Secured borrowings (Note 12)	484,665	119,476
Reinsurance funds withheld	135,849	130,564
Net deferred tax liability	656,113	589,564
Other liabilities	293,351	343,199
Total liabilities	3,647,324	3,196,128
Commitments and contingencies (Note 13)		
Stockholders' equity		
Common stock (\$ 0.001 par value; 485,000 shares authorized; 2024: 171,898 and 151,148 shares issued and outstanding, respectively; 2023: 173,247 and 153,179 shares issued and outstanding, respectively)	172	173
Treasury stock, at cost (2024: 20,750 shares; 2023: 20,068 shares)	(967,218)	(945,870)
Additional paid-in capital	1,356,341	1,430,594
Retained earnings	4,470,335	4,243,759
Accumulated other comprehensive income (loss) (Note 15)	(377,311)	(330,851)
Total stockholders' equity	4,482,319	4,397,805
Total liabilities and stockholders' equity	\$ 8,129,643	\$ 7,593,933

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc. and Subsidiaries
Condensed Consolidated Statements of Operations (Unaudited)

(In thousands, except per-share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Revenues				
Net premiums earned (Note 8)	\$ 237,731	\$ 213,429	\$ 473,588	\$ 446,667
Services revenue (Note 4)	13,265	11,797	25,853	22,781
Net investment income (Note 6)	73,766	63,348	142,987	121,801
Net gains (losses) on investments and other financial instruments (includes net realized gains (losses) on investments of \$(3,019), \$(3,355), \$(6,701) and \$(8,861) (Note 6)	(4,487)	(236)	(3,997)	5,349
Other income	872	1,241	2,134	2,833
Total revenues	321,147	289,579	640,565	599,431
Expenses				
Provision for losses (Note 11)	(1,745)	(21,632)	(8,779)	(38,561)
Policy acquisition costs	6,522	5,218	13,316	11,511
Cost of services	9,535	10,257	18,862	20,655
Other operating expenses	91,648	89,885	174,284	173,154
Interest expense (Note 12)	27,064	21,805	56,110	43,244
Amortization of other acquired intangible assets	—	1,370	—	2,741
Total expenses	133,024	106,903	253,793	212,744
Pretax income	188,123	182,676	386,772	386,687
Income tax provision	36,220	36,589	82,515	82,843
Net income	\$ 151,903	\$ 146,087	\$ 304,257	\$ 303,844
Net income per share				
Basic	\$ 0.99	\$ 0.92	\$ 1.98	\$ 1.91
Diluted	\$ 0.98	\$ 0.91	\$ 1.96	\$ 1.89
Weighted average number of common shares outstanding—basic	153,110	159,010	153,879	159,250
Weighted average number of common and common equivalent shares outstanding—diluted	154,399	160,744	155,271	161,129

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc. and Subsidiaries

Condensed Consolidated Statements of Comprehensive Income (Loss) (Unaudited)

(In thousands)	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
Net income	\$ 151,903	\$ 146,087	\$ 304,257	\$ 303,844
Other comprehensive income (loss), net of tax (Note 15)				
Unrealized holding gains (losses) on investments arising during the period for which an allowance for expected losses has not been recognized	(17,242)	(41,125)	(51,729)	24,729
Less: Reclassification adjustment for net gains (losses) on investments included in net income				
Net realized gains (losses) on disposals and non-credit related impairment losses	(2,427)	(4,072)	(5,337)	(8,205)
Net unrealized gains (losses) on investments	(14,815)	(37,053)	(46,392)	32,934
Other adjustments to comprehensive income (loss), net	—	—	(68)	179
Other comprehensive income (loss), net of tax	(14,815)	(37,053)	(46,460)	33,113
Comprehensive income (loss)	\$ 137,088	\$ 109,034	\$ 257,797	\$ 336,957

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc. and Subsidiaries

Condensed Consolidated Statements of Changes in Common Stockholders' Equity (Unaudited)

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Common stock				
Balance, beginning of period	\$ 171	\$ 176	\$ 173	\$ 176
Issuance of common stock under incentive and benefit plans	2	1	2	2
Shares repurchased under share repurchase program (Note 14)	(1)	—	(3)	(1)
Balance, end of period	172	177	172	177
Treasury stock				
Balance, beginning of period	(946,202)	(931,313)	(945,870)	(930,643)
Repurchases of common stock under incentive plans	(21,016)	(13,719)	(21,348)	(14,389)
Balance, end of period	(967,218)	(945,032)	(967,218)	(945,032)
Additional paid-in capital				
Balance, beginning of period	1,390,436	1,515,852	1,430,594	1,519,641
Issuance of common stock under incentive and benefit plans	856	752	2,387	2,857
Share-based compensation	15,228	11,143	24,040	20,405
Shares repurchased under share repurchase program (Note 14)	(50,179)	(4,852)	(100,680)	(20,008)
Balance, end of period	1,356,341	1,522,895	1,356,341	1,522,895
Retained earnings				
Balance, beginning of period	4,357,823	3,908,396	4,243,759	3,786,952
Net income	151,903	146,087	304,257	303,844
Dividends and dividend equivalents declared	(39,391)	(38,001)	(77,681)	(74,314)
Balance, end of period	4,470,335	4,016,482	4,470,335	4,016,482
Accumulated other comprehensive income (loss)				
Balance, beginning of period	(362,496)	(386,633)	(330,851)	(456,799)
Net unrealized gains (losses) on investments, net of tax	(14,815)	(37,053)	(46,392)	32,934
Other adjustments to other comprehensive income (loss)	—	—	(68)	179
Balance, end of period	(377,311)	(423,686)	(377,311)	(423,686)
Total stockholders' equity	\$ 4,482,319	\$ 4,170,836	\$ 4,482,319	\$ 4,170,836

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited)

Six Months Ended
June 30,

(In thousands)	2024	2023
Cash flows from operating activities		
Net income	\$ 304,257	\$ 303,844
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Net (gains) losses on investments and other financial instruments	3,997	(5,349)
Purchases of mortgage loans held for sale	(613,469)	(64,508)
Proceeds from sales of mortgage loans held for sale	178,853	—
Proceeds from repayments of mortgage loans held for sale	6,879	8,165
Loss on extinguishment of debt	4,275	—
Amortization of other acquired intangible assets	—	2,741
Depreciation, other amortization, and other impairments, net	34,272	30,093
Deferred income tax provision	78,899	79,869
Change in:		
Accrued investment income	(1,824)	(2,557)
Accounts and notes receivable	(13,845)	(18,126)
Reinsurance recoverable	(5,155)	2,654
Deferred policy acquisition costs	152	(812)
Prepaid federal income tax	(87,416)	(66,952)
Other assets	12,445	24,712
Unearned premiums	(19,302)	(24,813)
Reserve for losses and LAE	(12,678)	(47,409)
Reinsurance funds withheld	5,285	2,287
Other liabilities	(31,863)	(34,590)
Net cash provided by (used in) operating activities	(156,238)	189,249
Cash flows from investing activities		
Proceeds from sales of:		
Fixed-maturities available for sale	300,023	230,081
Trading securities	—	9,122
Equity securities	14,507	45,295
Proceeds from redemptions of:		
Fixed-maturities available for sale	429,889	250,764
Trading securities	10,553	1,310
Purchases of:		
Fixed-maturities available for sale	(752,250)	(581,433)
Equity securities	(9,101)	(4,426)
Sales, redemptions and (purchases) of:		
Short-term investments, net	(66,661)	(30,438)
Other assets and other invested assets, net	1,231	(195)
Additions to property and equipment	(2,624)	(10,113)
Net cash provided by (used in) investing activities	(74,433)	(90,033)

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited) (continued)

	Six Months Ended June 30,	
	2024	2023
(In thousands)		
Cash flows from financing activities		
Dividends and dividend equivalents paid	(78,070)	(75,201)
Issuance of common stock	887	1,514
Repurchases of common stock	(100,033)	(20,009)
Issuance of senior notes, net	616,745	—
Redemption of senior notes	(527,079)	—
Change in secured borrowings, net (with terms three months or less)	(69,717)	(12,635)
Proceeds from secured borrowings (with terms greater than three months)	552,681	54,580
Repayments of secured borrowings (with terms greater than three months)	(168,742)	(41,092)
Credit facility commitment fees paid	(282)	(474)
Net cash provided by (used in) financing activities	226,390	(93,317)
Increase (decrease) in cash and restricted cash	(4,281)	5,899
Cash and restricted cash, beginning of period	20,065	56,560
Cash and restricted cash, end of period	<u>\$ 15,784</u>	<u>\$ 62,459</u>

See Notes to Unaudited Condensed Consolidated Financial Statements.

1. Description of Business

We are a mortgage and real estate company, providing both credit-related mortgage insurance coverage and an array of products and services across the residential real estate and mortgage finance industries. We have one reportable business segment—Mortgage Insurance.

Mortgage Insurance

Our Mortgage Insurance segment provides credit-related insurance coverage, principally through private mortgage insurance on residential first-lien mortgage loans, as well as contract underwriting and other credit risk management solutions, to mortgage lending institutions and mortgage credit investors. We provide our mortgage insurance products and services through our wholly owned subsidiary, Radian Guaranty.

Private mortgage insurance plays an important role in the U.S. housing finance system because it promotes affordable home ownership and helps protect mortgage lenders and mortgage investors, as well as other beneficiaries such as the GSEs, by mitigating default-related losses on residential mortgage loans. Generally, these loans are made to home buyers who make down payments of less than 20 % of the purchase price for their home or, in the case of refinancings, have less than 20 % equity in their home. Private mortgage insurance also facilitates the sale of these low down payment loans in the secondary mortgage market, almost all of which are currently sold to the GSEs.

Our total direct primary mortgage IIF and RIF were \$ 272.8 billion and \$ 71.1 billion, respectively, as of June 30, 2024, compared to \$ 270.0 billion and \$ 69.7 billion, respectively, as of December 31, 2023.

The GSEs and state insurance regulators impose various capital and financial requirements on Radian Guaranty. These include the PMIERs financial requirements, as well as Risk-to-capital and other risk-based capital measures and surplus requirements. Failure to comply with these capital and financial requirements may limit the amount of insurance that Radian Guaranty writes or may prohibit it from writing insurance altogether. The GSEs and state insurance regulators possess significant discretion regarding all aspects of Radian Guaranty's business. See Note 16 for additional information on PMIERs and other regulatory information.

All Other

We report on our other operating segments and business activities within an All Other category, which includes the results of our Mortgage Conduit, Title, Real Estate Services and Real Estate Technology businesses.

See Note 4 for additional information about our Mortgage Insurance reportable segment and All Other business activities.

Risks and Uncertainties

In assessing the Company's current financial condition and developing forecasts of future operations, management has made significant judgments and estimates with respect to potential factors impacting our financial and liquidity position. These judgments and estimates are subject to risks and uncertainties that could affect amounts reported in our financial statements in future periods and that could cause actual results to be materially different from our estimates.

2. Significant Accounting Policies

Basis of Presentation

Our condensed consolidated financial statements are prepared in accordance with GAAP and include the accounts of Radian Group and its subsidiaries. All intercompany accounts and transactions, and intercompany profits and losses, have been eliminated. Certain prior period amounts have been reclassified to conform to the current period presentation, including a reclassification for the three and six months ended June 30, 2023, of interest expense to net investment income for expenses associated with our securities lending transactions. We have condensed or omitted certain information and footnote disclosures normally included in consolidated financial statements prepared in accordance with GAAP pursuant to the instructions set forth in Article 10 of Regulation S-X of the SEC.

We generally refer to our holding company alone, without its consolidated subsidiaries, as "Radian Group." We refer to Radian Group together with its consolidated subsidiaries as "Radian," the "Company," "we," "us" or "our," unless the context requires otherwise. Unless otherwise defined in this report, certain terms and acronyms used throughout this report are defined in the Glossary of Abbreviations and Acronyms included as part of this report.

The financial information presented for interim periods is unaudited; however, such information reflects all adjustments that are, in the opinion of management, necessary for the fair statement of the financial position, results of operations, comprehensive income (loss) and cash flows for the interim periods presented. Such adjustments are of a normal recurring

nature. The year-end condensed consolidated balance sheet data was derived from our audited financial statements, but does not include all disclosures required by GAAP.

To fully understand the basis of presentation, these interim financial statements and related notes contained herein should be read in conjunction with the audited financial statements and notes thereto included in our 2023 Form 10-K. The results of operations for interim periods are not necessarily indicative of results to be expected for the full year or for any other period.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of our contingent assets and liabilities at the dates of the financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. While the amounts included in our condensed consolidated financial statements include our best estimates and assumptions, actual results may vary materially.

Other Significant Accounting Policies

See Note 2 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for information regarding other significant accounting policies. There have been no significant changes in our significant accounting policies from those discussed in our 2023 Form 10-K.

Recent Accounting Pronouncements

Accounting Standards Not Yet Adopted

In November 2023, the FASB issued ASU 2023-07, Segment Reporting—Improvements to Reportable Segment Disclosures. This update enhances disclosure requirements, primarily through enhanced disclosures about significant reportable segment expenses under ASC 280. This update is applicable to all public entities and is effective for fiscal years starting after December 15, 2023, and interim periods within fiscal periods commencing after December 15, 2024. Early adoption is permitted. The amendments in this update should be applied retrospectively for all periods presented in the financial statements. We are currently evaluating the impact the new accounting guidance will have on our disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes—Improvements to Income Tax Disclosures, an update which enhances income tax disclosures. This guidance requires disaggregated information about an entity's effective tax rate reconciliation as well as information on income taxes paid. This update is applicable to all public entities and is effective for fiscal years starting after December 15, 2024. Early adoption is permitted. The amendments in this update should be applied prospectively; however, retrospective application is permitted. We are currently evaluating the impact the new accounting guidance will have on our disclosures.

3. Net Income Per Share

Basic net income per share is computed by dividing net income by the weighted average number of common shares outstanding, while diluted net income per share is computed by dividing net income attributable to common stockholders by the sum of the weighted average number of common shares outstanding and the weighted average number of dilutive potential common shares. Dilutive potential common shares relate to our share-based compensation arrangements.

The calculation of basic and diluted net income per share is as follows.

Net income per share

(In thousands, except per-share amounts)	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
Net income—basic and diluted	\$ 151,903	\$ 146,087	\$ 304,257	\$ 303,844
Average common shares outstanding—basic	153,110	159,010	153,879	159,250
Dilutive effect of share-based compensation arrangements ⁽¹⁾	1,289	1,734	1,392	1,879
Adjusted average common shares outstanding—diluted	154,399	160,744	155,271	161,129
Net income per share				
Basic	\$ 0.99	\$ 0.92	\$ 1.98	\$ 1.91
Diluted	\$ 0.98	\$ 0.91	\$ 1.96	\$ 1.89

(1) The following number of shares of our common stock equivalents issued under our share-based compensation arrangements are not included in the calculation of diluted net income per share because their effect would be anti-dilutive.

(In thousands)	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
Shares of common stock equivalents	64	112	39	86

4. Segment Reporting

In the first quarter of 2024, our Chief Executive Officer (Radian's chief operating decision maker) made certain changes to the way that he organizes and assesses the performance of our operating segments, which resulted in updates to our quantitative and aggregation analyses in accordance with the accounting standard regarding segment reporting. Whereas in prior years we aggregated our Title, Real Estate Services and Real Estate Technology businesses and reported them as a single reportable segment named homegenius, effective for 2024 we are reporting the results of operations for these individual businesses and our Mortgage Conduit business, none of which meet the reportable segment materiality thresholds, in the All Other category, along with certain corporate and other activities. This reflects the way our Chief Executive Officer is currently managing and evaluating these businesses individually and is aligned with materiality considerations consistent with current accounting guidance.

As a result of the change described above, we now have one reportable segment, Mortgage Insurance, which derives its revenue from mortgage insurance and other mortgage and risk services, including contract underwriting solutions provided to mortgage lending institutions and mortgage credit investors. In addition to this reportable segment, in All Other we report activities that include: (i) income (losses) from assets held by Radian Group, our holding company; (ii) related general corporate operating expenses not attributable or allocated to our reportable segment; and (iii) the operating results from certain other immaterial activities and operating segments, including our Mortgage Conduit, Title, Real Estate Services and Real Estate Technology businesses. We have reflected this change in our segment operating results for all periods presented, as shown below.

We allocate corporate operating expenses to our Mortgage Insurance business and our immaterial operating businesses included in All Other based primarily on their respective forecasted annual percentage of total revenue, which approximates the estimated percentage of management time spent on each business. In addition, we allocate all corporate interest expense to our Mortgage Insurance segment, due to the capital-intensive nature of our mortgage insurance business. We do not manage assets by operating segments.

See Note 1 for additional details about our Mortgage Insurance business.

Adjusted Pretax Operating Income (Loss)

Our senior management, including our Chief Executive Officer, uses adjusted pretax operating income (loss) as our primary measure to evaluate the fundamental financial performance of each of Radian's businesses and to allocate resources to them.

Adjusted pretax operating income (loss) is defined as pretax income (loss) excluding the effects of: (i) net gains (losses) on investments and other financial instruments, except for certain investments and other financial instruments attributable to

our reportable segment or All Other activities; (ii) amortization and impairment of goodwill and other acquired intangible assets; and (iii) impairment of other long-lived assets and other non-operating items, if any, such as gains (losses) from the sale of lines of business, acquisition-related income (expenses) and gains (losses) on extinguishment of debt. See Note 4 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for detailed information regarding items excluded from adjusted pretax operating income (loss), including the reasons for their treatment.

Although adjusted pretax operating income (loss) excludes certain items that have occurred in the past and are expected to occur in the future, the excluded items represent those that are: (i) not viewed as part of the operating performance of our primary activities or (ii) not expected to result in an economic impact equal to the amount reflected in pretax income (loss).

The reconciliation of adjusted pretax operating income (loss) for our reportable segment to consolidated pretax income is as follows.

Reconciliation of adjusted pretax operating income (loss) to consolidated pretax income

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Mortgage Insurance adjusted pretax operating income ⁽¹⁾	\$ 198,763	\$ 198,099	\$ 408,613	\$ 412,798
Reconciling items				
All Other adjusted pretax operating income (loss)	(6,080)	(13,724)	(13,113)	(28,560)
Net gains (losses) on investments and other financial instruments ⁽²⁾	(4,438)	(331)	(4,331)	5,174
Amortization and impairment of goodwill and other acquired intangible assets	—	(1,370)	—	(2,741)
Impairment of other long-lived assets and other non-operating items ⁽³⁾	(122)	2	(4,397)	16
Consolidated pretax income	\$ 188,123	\$ 182,676	\$ 386,772	\$ 386,687

(1) Includes allocated corporate operating expenses and depreciation expense as follows.

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Mortgage Insurance				
Allocated corporate operating expenses ^(a)	\$ 43,197	\$ 37,081	\$ 77,706	\$ 71,910
Direct depreciation expense	2,069	2,045	3,992	4,169

(a) Includes immaterial allocated depreciation expense for the three and six months ended June 30, 2024 and 2023.

(2) Excludes certain net gains (losses), if any, on investments and other financial instruments that are attributable to specific operating segments and therefore included in adjusted pretax operating income (loss).

(3) The non-operating loss for the six months ended June 30, 2024, primarily relates to a loss on extinguishment of debt. See Note 12 for more information.

Revenues

The reconciliation of revenues for our reportable segment to consolidated revenues is as follows.

Reconciliation of reportable segment revenues to total revenues

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Mortgage Insurance revenues	\$ 285,983	\$ 260,332	\$ 571,006	\$ 539,698
Reconciling items				
All Other ⁽¹⁾	39,722	29,686	74,128	54,762
Net gains (losses) on investments and other financial instruments	(4,438)	(331)	(4,331)	5,174
Elimination of inter-segment revenues	(120)	(108)	(238)	(203)
Total revenues	\$ 321,147	\$ 289,579	\$ 640,565	\$ 599,431

(1) Includes immaterial inter-segment revenues for the three and six months ended June 30, 2024 and 2023.

The table below, which represents total services revenue in our condensed consolidated statements of operations for the periods indicated, provides the disaggregation of services revenue by revenue type.

Services revenue

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Mortgage Insurance				
Contract underwriting services	\$ 309	\$ 284	\$ 519	\$ 620
All Other				
Real Estate Services				
Valuation	4,086	3,882	8,561	6,763
Single family rental	2,368	1,619	4,728	4,054
Asset management technology platform	1,223	1,209	2,423	2,375
Real estate owned asset management	1,100	888	2,249	1,800
Other real estate services	—	—	9	1
Title	3,540	3,233	6,113	5,787
Real Estate Technology	639	682	1,251	1,381
Total services revenue	\$ 13,265	\$ 11,797	\$ 25,853	\$ 22,781

Revenue recognized related to services made available to customers and billed is reflected in accounts and notes receivable. Accounts and notes receivable include \$ 7 million and \$ 5 million as of June 30, 2024, and December 31, 2023, respectively, related to services revenue contracts. See Note 2 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for information regarding our accounting policies and the services we offer.

5. Fair Value of Financial Instruments

For discussion of our valuation methodologies for assets and liabilities measured at fair value and the fair value hierarchy, see Note 5 of Notes to Consolidated Financial Statements in our 2023 Form 10-K.

The following tables include a list of assets and liabilities that are measured at fair value by hierarchy level as of the dates indicated.

Assets and liabilities carried at fair value by hierarchy level

(In thousands)	June 30, 2024			
	Level I	Level II	Level III	Total
Investments				
Fixed-maturities available for sale				
U.S. government and agency securities	\$ 125,468	\$ 9,226	\$ —	\$ 134,694
State and municipal obligations	—	152,959	—	152,959
Corporate bonds and notes	—	2,409,183	—	2,409,183
RMBS	—	1,060,805	—	1,060,805
CMBS	—	495,615	—	495,615
CLO	—	515,339	—	515,339
Other ABS	—	360,171	—	360,171
Mortgage insurance-linked notes ⁽¹⁾	—	47,755	—	47,755
Total fixed-maturities available for sale	125,468	5,051,053	—	5,176,521

Assets and liabilities carried at fair value by hierarchy level

(In thousands)	June 30, 2024			
	Level I	Level II	Level III	Total
Trading securities				
State and municipal obligations	—	57,728	—	57,728
Corporate bonds and notes	—	24,129	—	24,129
RMBS	—	5,440	—	5,440
CMBS	—	4,631	—	4,631
Total trading securities	—	91,928	—	91,928
Equity securities	132,827	3,941	6,546	143,314
Mortgage loans held for sale ⁽²⁾	—	458,096	—	458,096
Other invested assets ^{(3) (4)}	—	—	5,628	5,628
Short-term investments				
U.S. government and agency securities	174,339	—	—	174,339
State and municipal obligations	—	3,599	—	3,599
Money market instruments	276,958	—	—	276,958
Corporate bonds and notes	—	95,210	—	95,210
Other ABS	—	12,161	—	12,161
Other investments ⁽⁵⁾	—	148,601	—	148,601
Total short-term investments	451,297	259,571	—	710,868
Total investments at fair value ⁽⁴⁾	709,592	5,864,589	12,174	6,586,355
Other				
Derivative assets	—	4,688	—	4,688
Mortgage servicing rights	—	—	1,561	1,561
Loaned securities ⁽⁶⁾				
U.S. government and agency securities	23,366	—	—	23,366
State and municipal obligations	—	12	—	12
Corporate bonds and notes	—	104,859	—	104,859
Equity securities	19,861	—	—	19,861
Total assets at fair value ⁽⁴⁾	\$ 752,819	\$ 5,974,148	\$ 13,735	\$ 6,740,702
Liabilities				
Derivative liabilities ⁽⁷⁾	\$ —	\$ —	\$ 1,348	\$ 1,348
Total liabilities at fair value	\$ —	\$ —	\$ 1,348	\$ 1,348

(1) Includes mortgage insurance-linked notes purchased by Radian Group in connection with the XOL Program. See Note 8 for more information.

(2) See Note 7 for more information about our mortgage loans held for sale.

(3) Consists primarily of interests in private debt and equity investments.

(4) Does not include other invested assets of \$ 2 million that are primarily invested in limited partnership investments valued using the net asset value as a practical expedient.

(5) Comprises short-term certificates of deposit and commercial paper.

(6) Securities loaned to third-party borrowers under securities lending agreements are classified as other assets on our condensed consolidated balance sheets. See Note 6 for more information on our securities lending agreements.

(7) Level III derivative liabilities consist of embedded derivatives related to our XOL Program, which are classified as other liabilities on our condensed consolidated balance sheets. See Note 8 for more information.

Assets and liabilities carried at fair value by hierarchy level

(In thousands)	December 31, 2023			
	Level I	Level II	Level III	Total
Investments				
Fixed-maturities available for sale				
U.S. government and agency securities	\$ 124,734	\$ 9,859	\$ —	\$ 134,593
State and municipal obligations	—	142,785	—	142,785
Corporate bonds and notes	—	2,511,905	—	2,511,905
RMBS	—	1,014,071	—	1,014,071
CMBS	—	558,383	—	558,383
CLO	—	487,849	—	487,849
Other ABS	—	284,559	—	284,559
Foreign government and agency securities	—	5,087	—	5,087
Mortgage insurance-linked notes ⁽¹⁾	—	48,996	—	48,996
Total fixed-maturities available for sale	124,734	5,063,494	—	5,188,228
Trading securities				
State and municipal obligations	—	70,844	—	70,844
Corporate bonds and notes	—	24,913	—	24,913
RMBS	—	5,930	—	5,930
CMBS	—	4,736	—	4,736
Total trading securities	—	106,423	—	106,423
Equity securities	81,170	5,387	2,500	89,057
Mortgage loans held for sale ⁽²⁾	—	32,755	—	32,755
Other invested assets ^{(3) (4)}	—	—	7,196	7,196
Short-term investments				
State and municipal obligations	—	2,700	—	2,700
Money market instruments	368,433	—	—	368,433
Corporate bonds and notes	—	150,930	—	150,930
CMBS	—	1,347	—	1,347
Other ABS	—	1,158	—	1,158
Other investments ⁽⁵⁾	—	135,998	—	135,998
Total short-term investments	368,433	292,133	—	660,566
Total investments at fair value ⁽⁴⁾	574,337	5,500,192	9,696	6,084,225
Other				
Derivative assets ⁽⁶⁾	—	1,912	1	1,913
Loaned securities ⁽⁷⁾				
U.S. government and agency securities	9,803	—	—	9,803
Corporate bonds and notes	—	117,992	—	117,992
Equity securities	75,898	—	—	75,898
Total assets at fair value ⁽⁴⁾	\$ 660,038	\$ 5,620,096	\$ 9,697	\$ 6,289,831

Assets and liabilities carried at fair value by hierarchy level

(In thousands)	December 31, 2023			
	Level I	Level II	Level III	Total
Liabilities				
Derivative liabilities ⁽⁶⁾	\$ —	\$ 817	\$ 692	\$ 1,509
Total liabilities at fair value	<u>\$ —</u>	<u>\$ 817</u>	<u>\$ 692</u>	<u>\$ 1,509</u>

(1) Includes mortgage insurance-linked notes purchased by Radian Group in connection with the XOL Program. See Note 8 for more information.
 (2) We elected the fair value option for our mortgage loans held for sale to mitigate income statement volatility and allow for consistent treatment of both loans and any associated hedges or derivatives. See Note 7 for more information about our mortgage loans held for sale.
 (3) Consists primarily of interests in private debt and equity investments.
 (4) Does not include other invested assets of \$ 1 million that are primarily invested in limited partnership investments valued using the net asset value as a practical expedient.
 (5) Comprises short-term certificates of deposit and commercial paper.
 (6) Level III derivative assets and liabilities consist of embedded derivatives related to our XOL Program, which are classified as other assets and liabilities in our consolidated balance sheets. See Note 8 for more information.
 (7) Securities loaned to third-party borrowers under securities lending agreements are classified as other assets in our consolidated balance sheets. See Note 6 for more information.

Activity related to Level III assets and liabilities (including realized and unrealized gains and losses, purchases, sales, issuances, settlements and transfers) was immaterial for the three and six months ended June 30, 2024 and 2023.

Other Fair Value Disclosure

The carrying value and estimated fair value of other selected assets and liabilities not carried at fair value on our condensed consolidated balance sheets were as follows as of the dates indicated.

Financial instruments not carried at fair value

(In thousands)	June 30, 2024		December 31, 2023	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Company-owned life insurance	\$ 108,875	\$ 108,875	\$ 106,417	\$ 106,417
Senior notes	1,513,782	1,519,639	1,417,781	1,406,118
Secured borrowings				
FHLB advances	\$ 62,531	\$ 62,540	\$ 95,277	\$ 95,348
Mortgage loan financing facilities	422,134	422,134	24,199	24,199
Total secured borrowings	<u>\$ 484,665</u>	<u>\$ 484,674</u>	<u>\$ 119,476</u>	<u>\$ 119,547</u>

The fair value of our company-owned life insurance is estimated based on the cash surrender value less applicable surrender charges. These assets are categorized in Level II of the fair value hierarchy. See Note 9 for further information on our company-owned life insurance.

The fair value of our senior notes is estimated based on quoted market prices. The fair value of our secured borrowings is estimated based on current market rates and contractual cash flows including, for FHLB advances, any fees that may be required to be paid to the FHLB. These liabilities are categorized in Level II of the fair value hierarchy. See Note 12 for further information about our senior notes and secured borrowings.

6. Investments

Available for Sale Securities

Our available for sale securities within our investment portfolio consisted of the following as of the dates indicated.

Available for sale securities

(In thousands)	June 30, 2024			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Fixed-maturities available for sale				
U.S. government and agency securities	\$ 166,275	\$ —	\$ (31,581)	\$ 134,694
State and municipal obligations	169,734	87	(16,850)	152,971
Corporate bonds and notes	2,804,815	5,287	(297,211)	2,512,891
RMBS	1,157,427	8,153	(104,775)	1,060,805
CMBS	532,968	33	(37,386)	495,615
CLO	517,651	310	(2,622)	515,339
Other ABS	363,736	843	(4,408)	360,171
Mortgage insurance-linked notes ⁽¹⁾	45,717	2,038	—	47,755
Total securities available for sale, including loaned securities	5,758,323	\$ 16,751	\$ (494,833) ⁽²⁾	5,280,241
Less: loaned securities ⁽³⁾	110,020			103,720
Total fixed-maturities available for sale	\$ 5,648,303			\$ 5,176,521
 December 31, 2023				
(In thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Fixed-maturities available for sale				
U.S. government and agency securities	\$ 171,194	\$ 93	\$ (26,891)	\$ 144,396
State and municipal obligations	158,539	283	(16,037)	142,785
Corporate bonds and notes	2,876,175	12,286	(259,177)	2,629,284
RMBS	1,089,919	8,250	(84,098)	1,014,071
CMBS	605,029	51	(46,697)	558,383
CLO	494,339	63	(6,553)	487,849
Other ABS	286,988	1,608	(4,037)	284,559
Foreign government and agency securities	5,128	—	(41)	5,087
Mortgage insurance-linked notes ⁽¹⁾	47,456	1,540	—	48,996
Total securities available for sale, including loaned securities	5,734,767	\$ 24,174	\$ (443,531) ⁽²⁾	5,315,410
Less: loaned securities ⁽³⁾	135,656			127,182
Total fixed-maturities available for sale	\$ 5,599,111			\$ 5,188,228

(1) Includes mortgage insurance-linked notes purchased by Radian Group in connection with the XOL Program. See Note 8 for more information.

(2) See "Gross Unrealized Losses and Related Fair Value of Available for Sale Securities" below for additional details.

(3) Included in other assets on our condensed consolidated balance sheets. See "Loaned Securities" below for a discussion of our securities lending agreements.

Gross Unrealized Losses and Related Fair Value of Available for Sale Securities

For securities deemed “available for sale” that are in an unrealized loss position and for which an allowance for credit loss has not been established, the following tables show the gross unrealized losses and fair value, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position, as of the dates indicated. Included in the amounts as of June 30, 2024, and December 31, 2023, are loaned securities that are classified as other assets on our condensed consolidated balance sheets, as further described below.

Unrealized losses on fixed-maturities available for sale by category and length of time

(In thousands) Description of Securities	June 30, 2024					
	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. government and agency securities	\$ 6,009	\$ (349)	\$ 119,459	\$ (31,232)	\$ 125,468	\$ (31,581)
State and municipal obligations	28,122	(1,216)	92,942	(15,634)	121,064	(16,850)
Corporate bonds and notes	353,929	(6,424)	1,872,436	(290,787)	2,226,365	(297,211)
RMBS	175,512	(2,249)	679,163	(102,526)	854,675	(104,775)
CMBS	13,429	(22)	479,194	(37,364)	492,623	(37,386)
CLO	113,018	(242)	98,002	(2,380)	211,020	(2,622)
Other ABS	137,812	(654)	67,892	(3,754)	205,704	(4,408)
Total	\$ 827,831	\$ (11,156)	\$ 3,409,088	\$ (483,677)	\$ 4,236,919	\$ (494,833)

(In thousands) Description of Securities	December 31, 2023					
	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. government and agency securities	\$ 15,650	\$ (938)	\$ 113,678	\$ (25,953)	\$ 129,328	\$ (26,891)
State and municipal obligations	17,154	(551)	104,949	(15,486)	122,103	(16,037)
Corporate bonds and notes	161,924	(1,261)	2,055,113	(257,916)	2,217,037	(259,177)
RMBS	113,506	(1,439)	653,955	(82,659)	767,461	(84,098)
CMBS	8,558	(31)	546,104	(46,666)	554,662	(46,697)
CLO	15,083	(25)	438,294	(6,528)	453,377	(6,553)
Other ABS	49,513	(322)	64,078	(3,715)	113,591	(4,037)
Foreign government and agency securities	—	—	5,087	(41)	5,087	(41)
Total	\$ 381,388	\$ (4,567)	\$ 3,981,258	\$ (438,964)	\$ 4,362,646	\$ (443,531)

There were 1,037 and 1,063 securities in an unrealized loss position at June 30, 2024, and December 31, 2023, respectively. We determined that these unrealized losses were due to non-credit factors and that, as of June 30, 2024, we did not expect to realize a loss for our investments in an unrealized loss position given our intent and ability to hold these investment securities until recovery of their amortized cost basis. See Note 2 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for information regarding our accounting policy for impairments of investments.

Contractual Maturities

The contractual maturities of fixed-maturities available for sale were as follows.

Contractual maturities of fixed-maturities available for sale

(in thousands)	June 30, 2024	
	Amortized Cost	Fair Value
Due in one year or less	\$ 93,971	\$ 92,593
Due after one year through five years ⁽¹⁾	1,159,906	1,105,988
Due after five years through 10 years ⁽¹⁾	980,900	890,580
Due after 10 years ⁽¹⁾	906,047	711,395
Asset-backed and mortgage-backed securities ⁽²⁾	2,617,499	2,479,685
Total	5,758,323	5,280,241
Less: loaned securities	110,020	103,720
Total fixed-maturities available for sale	\$ 5,648,303	\$ 5,176,521

(1) Actual maturities may differ as a result of calls before scheduled maturity.

(2) Includes RMBS, CMBS, CLO, Other ABS and mortgage insurance-linked notes, which are not due at a single maturity date.

Net Investment Income

Net investment income consisted of the following.

Net investment income

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Investment income				
Fixed-maturities	\$ 57,924	\$ 56,439	\$ 115,183	\$ 109,387
Equity securities	3,067	3,512	5,606	6,444
Mortgage loans held for sale ⁽¹⁾	5,411	574	7,204	768
Short-term investments	8,614	3,976	17,572	7,564
Other ⁽²⁾	1,504	1,250	3,101	2,325
Gross investment income	76,520	65,751	148,666	126,488
Investment expenses ⁽²⁾	(2,754)	(2,403)	(5,679)	(4,687)
Net investment income	\$ 73,766	\$ 63,348	\$ 142,987	\$ 121,801

(1) See Note 7 for additional information on our mortgage loans held for sale.

(2) Includes the impact from our securities lending activities. Investment expenses also include other investment management expenses.

Net Gains (Losses) on Investments and Other Financial Instruments

Net gains (losses) on investments and other financial instruments consisted of the following.

Net gains (losses) on investments and other financial instruments

(In thousands)	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
Net realized gains (losses) on investments sold or redeemed ⁽¹⁾				
Fixed-maturities available for sale				
Gross realized gains	\$ 579	\$ 490	\$ 631	\$ 568
Gross realized losses	(3,413)	(5,644)	(7,148)	(10,954)
Fixed-maturities available for sale, net	(2,834)	(5,154)	(6,517)	(10,386)
Trading securities	(191)	(100)	(191)	(402)
Equity securities	6	1,890	6	1,890
Other investments	—	9	1	37
Net realized gains (losses) on investments sold or redeemed ⁽¹⁾	(3,019)	(3,355)	(6,701)	(8,861)
Change in unrealized gains (losses) on investments sold or redeemed ⁽¹⁾	367	(1,092)	130	253
Impairment losses due to intent to sell	(237)	—	(237)	—
Net unrealized gains (losses) on investments still held ⁽¹⁾				
Trading securities	(1,371)	(966)	(3,131)	1,092
Equity securities	(416)	2,204	3,605	4,725
Other investments	(42)	(110)	(55)	(110)
Net unrealized gains (losses) on investments still held ⁽¹⁾	(1,829)	1,128	419	5,707
Total net gains (losses) on investments ⁽¹⁾	(4,718)	(3,319)	(6,389)	(2,901)
Net gains (losses) on mortgage loans held for sale (Note 7) ⁽²⁾	(50)	94	334	175
Net gains (losses) on other financial instruments ^{(1) (3)}	281	2,989	2,058	8,075
Net gains (losses) on investments and other financial instruments	<u>\$ (4,487)</u>	<u>\$ (236)</u>	<u>\$ (3,997)</u>	<u>\$ 5,349</u>

(1) Excludes activities related to our mortgage loans held for sale. See Note 7 for additional information.

(2) Includes realized and unrealized net gains (losses) on mortgage loans held for sale and related activities, including interest rate hedges. See Note 7 for additional details.

(3) Includes changes in the fair value of embedded derivatives associated with our XOL Program. See Note 8 for additional information.

Loaned Securities

We participate in a securities lending program whereby we loan certain securities in our investment portfolio to third-party borrowers for short periods of time. Under this program, we had loaned \$ 148 million and \$ 204 million of our investment securities to third parties as of June 30, 2024, and December 31, 2023, respectively, including fixed-maturities, equity securities and short-term investments. Although we report such securities at fair value within other assets on our condensed consolidated balance sheets, rather than within investments, the detailed information we provide in this Note 6 includes these securities.

All of our securities lending agreements are classified as overnight and revolving. Securities collateral on deposit with us from third-party borrowers totaling \$ 55 million and \$ 61 million as of June 30, 2024, and December 31, 2023, respectively, may not be transferred or re-pledged unless the third-party borrower is in default, and is therefore not reflected in our condensed consolidated financial statements.

See Note 5 herein for additional detail on the loaned securities and see Note 6 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information about our accounting policies with respect to our securities lending agreements and the collateral requirements thereunder.

Other

Our fixed-maturities available for sale include securities totaling \$ 14 million at both June 30, 2024, and December 31, 2023, that are on deposit and serving as collateral with various state regulatory authorities. Our fixed-maturities available for sale also include securities serving as collateral for our FHLB advances. See Note 12 for additional information about our FHLB advances.

7. Mortgage Loans Held for Sale

The carrying value of mortgage loans held for sale owned by Radian Mortgage Capital totaled \$ 458 million and \$ 33 million at June 30, 2024, and December 31, 2023, respectively, and is based on fair value. The estimated fair value of our mortgage loans held for sale is subject to changes in mortgage interest rates from the date we agree to purchase the mortgage loan through the date we agree to sell the mortgage loan. We elected the fair value option for our mortgage loans held for sale to mitigate income statement volatility and allow for consistent treatment of both loans and any associated hedges or derivatives. Net gains (losses) associated with our mortgage loans held for sale and any related hedges are included in net gains (losses) on investments and other financial instruments in our condensed consolidated statements of operations.

As of June 30, 2024, our mortgage loans held for sale consisted of 516 mortgage loans with a total unpaid principal balance of \$ 454 million, related to properties in 39 states and the District of Columbia. The majority of these loans are non-agency loans, with balances in excess of the GSEs' conforming loan limits and with credit risk characteristics commensurate with the prime jumbo private label securitization market. As of June 30, 2024, none of these loans were greater than ninety days delinquent or in nonaccrual status. Interest earned on mortgage loans held for sale is included in net investment income in our condensed consolidated statements of operations.

Further, as of June 30, 2024, the Company had commitments to purchase and fund additional mortgage loans with a total unpaid principal balance of \$ 391 million. Prior to the settlement and funding of these loan purchases, any unrealized net gains (losses) related to these commitments are recorded as derivative assets or liabilities on our consolidated balance sheets.

The following table reflects the outstanding derivative instruments related to our mortgage loan activity as of the dates indicated.

Derivative instruments

(In thousands)	June 30, 2024				December 31, 2023			
	Notional ⁽¹⁾	Fair Value		Notional ⁽¹⁾	Fair Value			
		Derivative Assets	Derivative Liabilities		Derivative Assets	Derivative Liabilities		
Forward mortgage loan purchase commitments	\$ 391,434	\$ 132	\$ —	\$ 83,962	\$ 708	\$ —		
Hedging instruments ⁽²⁾								
Forward RMBS purchase contracts ⁽³⁾	\$ 516,600	\$ 3,227	\$ —	\$ 51,100	\$ 715	\$ 817		
Interest rate swap futures contracts ⁽⁴⁾	59,000	1,329	—	7,300	489	—		

(1) Notional amounts provide an indication of the volume of the Company's derivative capacity. The notional amount is the face amount of our contracts and does not represent our exposure to credit loss and therefore is not reflected on our condensed consolidated balance sheets.

(2) All of the derivatives used for hedging purposes are interest rate derivatives subject to master netting agreements and are considered economic hedges.

(3) Derivative assets include cash collateral receivables of \$ 5 million and \$ 715 thousand as of June 30, 2024, and December 31, 2023, respectively.

(4) Derivative assets include cash collateral receivables of \$ 2 million and \$ 720 thousand as of June 30, 2024, and December 31, 2023, respectively.

Included in our net gains (losses) on investments and other financial instruments in our condensed consolidated statements of operations are net gains (losses) related to our mortgage loans and related hedging activities, which consisted of the following.

Net gains (losses) on mortgage loans held for sale

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net realized gains (losses)				
Mortgage loans	\$ (1,252)	\$ (1,189)	9	9
Mortgage loan hedging activities	3,528	77	2,745	(39)
Total realized gains (losses)	2,276	86	1,556	(30)
Net mortgage loan servicing rights resulting from loan sales	1,188	—	1,498	—
Change in unrealized gains (losses) on mortgage loans and related derivatives sold or redeemed	155	(91)	(49)	33
Net unrealized gains (losses) on mortgage loans and related derivatives still held				
Mortgage loans ⁽¹⁾	(1,609)	(167)	(611)	(94)
Mortgage loan hedging activities	(2,060)	266	(2,060)	266
Total net unrealized gains (losses)	(3,669)	99	(2,671)	172
Net gains (losses) on mortgage loans held for sale	\$ (50)	\$ 94	\$ 334	\$ 175

(1) Includes net gains (losses) on mortgage loan commitments accounted for as derivatives prior to settlement.

We primarily fund the purchases of our mortgage loans held for sale with amounts borrowed under our mortgage loan financing facilities. Expenses related to these facilities are included in interest expense in our condensed consolidated statements of operations. See Note 12 for additional information on these facilities and their related terms and covenants.

Net investment income earned on our mortgage loans held for sale and interest expense incurred on our mortgage loan financing facilities consisted of the following.

Net interest on mortgage loans held for sale

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Interest income	\$ 5,411	\$ 574	\$ 7,204	\$ 768
Interest expense	5,108	400	6,546	477
Net interest on mortgage loans held for sale	\$ 303	\$ 174	\$ 658	\$ 291

In addition to the debt covenants under its financing facilities, Radian Mortgage Capital is also subject to certain requirements established by state and other regulators and loan purchasers, including Freddie Mac, such as certain minimum net worth and capital requirements. The most restrictive of these financial requirements requires Radian Mortgage Capital to maintain a minimum tangible net worth of \$ 4 million. To the extent these requirements are not met, these parties may exercise certain remedies, which may include, as applicable, prohibiting Radian Mortgage Capital from purchasing, selling, or servicing loans. As of June 30, 2024, Radian Mortgage Capital was in compliance with all such requirements.

8. Reinsurance

In our mortgage insurance and title insurance businesses, we use reinsurance as part of our risk distribution strategy, including to manage our capital position and risk profile. The reinsurance arrangements for our mortgage insurance business include premiums ceded under the QSR Program and the XOL Program. The amount of credit that we receive under the PMIERs financial requirements for our third-party reinsurance transactions is subject to approval and regular review by the GSEs.

The effect of all of our reinsurance programs on our net income is as follows.

Reinsurance impacts on net premiums written and earned

(In thousands)	Net Premiums Written				Net Premiums Earned			
	Three Months Ended		Six Months Ended		Three Months Ended		Six Months Ended	
	June 30,	2024	June 30,	2023	June 30,	2024	June 30,	2023
Direct								
Mortgage insurance	\$ 252,388	\$ 245,448	\$ 502,823	\$ 488,232	\$ 261,418	\$ 256,517	\$ 522,125	\$ 513,044
Title insurance	3,003	2,797	4,951	4,685	3,003	2,797	4,951	4,685
Total direct	255,391	248,245	507,774	492,917	264,421	259,314	527,076	517,729
Ceded								
Mortgage insurance ⁽¹⁾	(19,743)	(30,909)	(38,301)	(44,273)	(26,600)	(45,785)	(53,308)	(70,862)
Title insurance	(90)	(100)	(180)	(200)	(90)	(100)	(180)	(200)
Total ceded ⁽¹⁾	(19,833)	(31,009)	(38,481)	(44,473)	(26,690)	(45,885)	(53,488)	(71,062)
Total net premiums	\$ 235,558	\$ 217,236	\$ 469,293	\$ 448,444	\$ 237,731	\$ 213,429	\$ 473,588	\$ 446,667

(1) Net of profit commission, which is impacted by the level of ceded losses recoverable, if any, on reinsurance transactions. See Note 11 for additional information on our reserve for losses and reinsurance recoverable. The second quarter of 2023 includes a \$ 21 million increase in ceded premiums related to the tender offers by Eagle Re 2019-1 Ltd. and Eagle Re 2020-1 Ltd. to purchase the mortgage insurance-linked notes issued by such entities.

Other reinsurance impacts

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,	2024	June 30,	2023
Ceding commissions earned ⁽¹⁾	\$ 6,345	\$ 5,052	\$ 12,458	\$ 10,303
Ceded losses ⁽²⁾	3,004	(1,218)	5,199	(2,384)

(1) Ceding commissions earned are related to mortgage insurance and are included as an offset to expenses primarily in other operating expenses in our condensed consolidated statements of operations. Deferred ceding commissions of \$ 17 million and \$ 20 million are included in other liabilities on our condensed consolidated balance sheets at June 30, 2024, and December 31, 2023, respectively.

(2) Ceded losses are primarily related to mortgage insurance.

QSR Program

2023 and 2022 QSR Agreements

Radian Guaranty entered into each of the 2023 and 2022 QSR Agreements with panels of third-party reinsurance providers to cede a contractual quota share percentage of certain of our NIW, which includes both Recurring Premium Policies and Single Premium Policies (as set forth in the table below), subject to certain conditions, including a limitation for the 2023 QSR Agreement on ceded RIF equal to \$ 3.0 billion over the term of the agreement.

Radian Guaranty receives a ceding commission for ceded premiums earned pursuant to these transactions. Radian Guaranty is also entitled to receive a profit commission quarterly, subject to a final annual re-calculation, provided that the loss ratio on the loans covered under the agreements generally remains below the applicable prescribed thresholds. Losses on the ceded risk up to these thresholds reduce Radian Guaranty's profit commission on a dollar-for-dollar basis.

As of July 1, 2024, Radian Guaranty is no longer ceding NIW under the 2023 QSR Agreement. As of July 1, 2023, Radian Guaranty is no longer ceding NIW under the 2022 QSR Agreement.

Single Premium QSR Program

Radian Guaranty entered into each of the 2016 Single Premium QSR Agreement, 2018 Single Premium QSR Agreement and 2020 Single Premium QSR Agreement with panels of third-party reinsurers to cede a contractual quota share percentage of our Single Premium NIW as of the effective date of each agreement (as set forth in the table below), subject to certain conditions.

Radian Guaranty receives a ceding commission for ceded premiums written pursuant to these transactions. Radian Guaranty also receives a profit commission annually, provided that the loss ratio on the loans covered under the agreement generally remains below the applicable prescribed thresholds. Losses on the ceded risk up to these thresholds reduce Radian Guaranty's profit commission on a dollar-for-dollar basis.

As of January 1, 2022, Radian Guaranty is no longer ceding NIW under the Single Premium QSR Program.

The following table sets forth additional details regarding the QSR Program, with RIF ceded as of the dates indicated.

QSR Program (1)

	2023 QSR Agreement	2022 QSR Agreement	2020 Single Premium QSR Agreement	2018 Single Premium QSR Agreement	2016 Single Premium QSR Agreement
NIW policy dates	Jul 1, 2023- Jun 30, 2024	Jan 1, 2022- Jun 30, 2023	Jan 1, 2020- Dec 31, 2021	Jan 1, 2018- Dec 31, 2019	Jan 1, 2012- Dec 31, 2017
Effective date	Jul 1, 2023	Jul 1, 2022	Jan 1, 2020	Jan 1, 2018	Jan 1, 2016
Scheduled termination date	Jun 30, 2034	Jun 30, 2033	Dec 31, 2031	Dec 31, 2029	Dec 31, 2027
Optional termination date (2)	Jul 1, 2027	Jul 1, 2026	Jan 1, 2024	Jan 1, 2022	Jan 1, 2020
Quota share %	22.5 %	20 %	65 %	65 %	18 % - 57 %
Ceding commission %	20 %	20 %	25 %	25 %	25 %
Profit commission %	Up to 55 %	Up to 59 %	Up to 56 %	Up to 56 %	Up to 55 %
(In millions)					
June 30, 2024					
RIF ceded	\$ 2,719	\$ 4,278	\$ 1,657	\$ 697	\$ 927
(In millions)					
December 31, 2023					
RIF ceded	\$ 1,366	\$ 4,454	\$ 1,783	\$ 739	\$ 982

(1) Excludes the 2012 QSR Agreements, for which RIF ceded is no longer material.

(2) Radian Guaranty has the option, based on certain conditions and subject to a termination fee, to terminate any of the agreements at the end of any calendar quarter on or after the applicable optional termination date. If Radian Guaranty exercises this option in the future, it would result in Radian Guaranty reassuming the related RIF in exchange for a net payment to the reinsurers calculated in accordance with the terms of the applicable agreement. Radian Guaranty also may terminate any of the agreements prior to the scheduled termination date under certain circumstances, including if one or both of the GSEs no longer grant full PMIERS credit for the reinsurance.

2024 QSR Agreement

In June 2024, Radian Guaranty executed the 2024 QSR Agreement with a panel of third-party reinsurance providers. Under the 2024 QSR Agreement, starting July 1, 2024, we expect to cede 25 % of NIW by Radian Guaranty between July 1, 2024, and June 30, 2025, subject to certain conditions, including a limitation on ceded RIF of \$ 4.3 billion over the term of the agreement.

Radian Guaranty will receive a 20 % ceding commission for ceded premiums earned pursuant to this transaction. Radian Guaranty will also receive an annual profit commission based on the performance of the loans subject to the agreement during each calendar year, provided that the loss ratio on the subject loans is below 59 % for that calendar year. Losses on the ceded risk up to this threshold reduce Radian Guaranty's profit commission on a dollar-for-dollar basis. Radian Guaranty may discontinue ceding new policies under the agreement at the end of any calendar quarter.

The agreement is scheduled to terminate June 30, 2035. Radian Guaranty has the option, based on certain conditions and subject to a termination fee, to terminate the agreement as of July 1, 2028, or at the end of any calendar quarter thereafter, which would result in Radian Guaranty reassuming the related RIF in exchange for a net payment to the reinsurers calculated in accordance with the terms of the agreement. Radian Guaranty also may terminate this agreement prior to the scheduled termination date under certain circumstances, including if one or both of the GSEs no longer grant full PMIERS credit for the reinsurance.

XOL Program

Mortgage Insurance-linked Notes

Radian Guaranty has entered into fully collateralized reinsurance arrangements with the Eagle Re Issuers, as described below. For the respective coverage periods, Radian Guaranty retains the first-loss layer of aggregate losses, as well as any

losses in excess of the outstanding reinsurance coverage amounts. The Eagle Re Issuers provide second layer coverage up to the outstanding coverage amounts. For each of these reinsurance arrangements, the Eagle Re Issuers financed their coverage by issuing mortgage insurance-linked notes to eligible capital markets investors in unregistered private offerings.

The aggregate excess-of-loss reinsurance coverage for these arrangements decreases over the maturity period of the mortgage insurance-linked notes (either a 10 -year or 12.5 -year period depending on the transaction) as the principal balances of the underlying covered mortgages decrease and as any claims are paid by the applicable Eagle Re Issuer or the mortgage insurance is canceled. Radian Guaranty has rights to terminate the reinsurance agreements upon the occurrence of certain events, including an optional call feature that provides Radian Guaranty the right to terminate the transaction on or after the optional call date (5 or 7 years after the issuance of the mortgage insurance-linked notes depending on the transaction) and a right to exercise an optional clean-up call if the outstanding principal amount of the related mortgage insurance-linked notes falls below 10 % of the initial coverage level or principal balance, depending on the transaction, of the related mortgage insurance-linked notes.

Under each of the reinsurance agreements, the outstanding reinsurance coverage amount will begin amortizing after an initial period in which a target level of credit enhancement is obtained and will stop amortizing if certain thresholds, or triggers, are reached, including a delinquency trigger event based on an elevated level of delinquencies as defined in the related mortgage insurance-linked notes transaction agreements.

Any remaining mortgage insurance-linked notes issued by Eagle Re 2020-1 Ltd. were paid in full in March 2024, with no material impact to the Company. As a result, Eagle Re 2020-1 Ltd. is no longer providing reinsurance coverage to Radian Guaranty.

Traditional Reinsurance

For the respective coverage periods under traditional XOL reinsurance agreements, Radian Guaranty retains the first-loss layer of aggregate losses, as well as any losses in excess of the outstanding reinsurance coverage amounts. The reinsurers provide second layer coverage up to the outstanding coverage amounts.

The 2023 XOL Agreement is scheduled to terminate September 30, 2033. Radian Guaranty has the option, based upon certain conditions, to terminate the agreement as of September 30, 2028, or at the end of any calendar quarter thereafter, which would result in Radian Guaranty reassuming the related RIF. In the event Radian Guaranty does not exercise its right to terminate the agreement on September 30, 2028, the monthly premium rate will increase from the original monthly premium.

The following tables set forth additional details regarding the XOL Program, with RIF, remaining coverage and first layer retention as of the dates indicated.

XOL Program

(In millions)	Mortgage Insurance-linked Notes ⁽¹⁾				Traditional Reinsurance
	Eagle Re 2023-1 Ltd.	Eagle Re 2021-2 Ltd.	Eagle Re 2021-1 Ltd. ⁽²⁾	2023 XOL Agreement	
	October 2023	November 2021	April 2021	October 2023	
Issued					
NIW policy dates	Apr 1, 2022- Dec 31, 2022	Jan 1, 2021- Jul 31, 2021	Aug 1, 2020- Dec 31, 2020	Oct 1, 2021- Mar 31, 2022	
Initial RIF	\$ 8,782	\$ 10,758	\$ 11,061	\$ 8,002	
Initial coverage	353	484	498	246	
Initial first layer retention	287	242	221	240	
(In millions)					
June 30, 2024					
RIF	\$ 8,338	\$ 6,944	\$ 5,584	\$ 7,306	
Remaining coverage	353	300	202	189	
First layer retention	287	242	221	240	
(In millions)					
December 31, 2023					
RIF	\$ 8,659	\$ 7,651	\$ 6,227	\$ 7,814	
Remaining coverage	353	355	250	226	
First layer retention	287	242	221	240	

(1) Excludes Eagle Re 2020-1 Ltd., which as further discussed above, was terminated in March 2024.

(2) Radian Group purchased \$ 45 million of Eagle Re 2021-1 Ltd. outstanding principal amounts of the respective mortgage insurance-linked notes issued in connection with that reinsurance transaction. On our condensed consolidated balance sheet at June 30, 2024, these notes are included either in fixed-maturities available for sale or, if included in our securities lending program, in other assets. See Notes 5 and 6 for additional information.

The Eagle Re Issuers are not subsidiaries or affiliates of Radian Guaranty. Based on the accounting guidance that addresses VIEs, we have not consolidated any of the assets and liabilities of the Eagle Re Issuers in our financial statements, because Radian does not have: (i) the power to direct the activities that most significantly affect the Eagle Re Issuers' economic performances or (ii) the obligation to absorb losses or the right to receive benefits from the Eagle Re Issuers that potentially could be significant to the Eagle Re Issuers. See Note 2 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for more information on our accounting treatment of VIEs.

The amount of monthly reinsurance premiums ceded to the Eagle Re Issuers will fluctuate due to changes in one-month SOFR and changes in money market rates that affect investment income collected on the assets in the reinsurance trusts. As the reinsurance premium will vary based on changes in these rates, we concluded that the reinsurance agreements contain embedded derivatives, which we have accounted for separately as freestanding derivatives and recorded in other assets or other liabilities on our condensed consolidated balance sheets. Changes in the fair value of these embedded derivatives are recorded in net gains (losses) on investments and other financial instruments in our condensed consolidated statements of operations. See Note 5 herein and Note 5 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for more information on our fair value measurements of financial instruments, including our embedded derivatives.

In the event an Eagle Re Issuer is unable to meet its future obligations to us, if any, our insurance subsidiaries would be liable to make claims payments to our policyholders. In the event that all of the assets in the reinsurance trust (consisting of U.S. government money market funds, cash or U.S. Treasury securities) become worthless and the Eagle Re Issuer is unable to make its payments to us, our maximum potential loss would be the amount of mortgage insurance claim payments for losses on the insured policies, net of the aggregate reinsurance payments already received, up to the full aggregate excess-of-loss reinsurance coverage amount. In the same scenario, the related embedded derivative would no longer have value.

The Eagle Re Issuers represent our only VIEs as of the dates indicated. The following table presents the total assets and liabilities of the Eagle Re Issuers as of the dates indicated.

Total VIE assets and liabilities of Eagle Re Issuers ⁽¹⁾

(In thousands)	June 30, 2024	December 31, 2023
Eagle Re 2023-1 Ltd.	\$ 353,077	\$ 353,077
Eagle Re 2021-2 Ltd.	299,825	354,947
Eagle Re 2021-1 Ltd.	201,628	250,268
Eagle Re 2020-1 Ltd.	—	6,617
Total	\$ 854,530	\$ 964,909

(1) Assets held by the Eagle Re Issuers are required to be invested in U.S. government money market funds, cash or U.S. Treasury securities. Liabilities of the Eagle Re Issuers consist of their mortgage insurance-linked notes, as described above. Assets and liabilities are equal to each other for each of the Eagle Re Issuers.

Other Collateral

Although we use reinsurance as one of our risk management tools, reinsurance does not relieve us of our obligations to our policyholders. In the event the reinsurers are unable to meet their obligations to us, our insurance subsidiaries would be liable for any defaulted amounts. However, consistent with the PMIERS reinsurer counterparty collateral requirements, the third-party reinsurers to Radian Guaranty have established trusts to help secure our potential cash recoveries. In addition to the total VIE assets of the Eagle Re Issuers discussed above, the amount held in reinsurance trusts was \$ 283 million as of June 30, 2024, compared to \$ 274 million as of December 31, 2023.

In addition, primarily for the Single Premium QSR Program, Radian Guaranty holds amounts related to ceded premiums written to collateralize the reinsurers' obligations, which is reported in reinsurance funds withheld on our condensed consolidated balance sheets. Any loss recoveries and profit commissions paid to Radian Guaranty related to the Single Premium QSR Program are expected to be realized from this account.

See Note 8 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for more information about our reinsurance transactions.

9. Other Assets

The following table shows the components of other assets as of the dates indicated.

Other assets

(In thousands)	June 30, 2024	December 31, 2023
Loaned securities (Notes 5 and 6)	\$ 148,098	\$ 203,693
Company-owned life insurance ⁽¹⁾	108,875	106,417
Prepaid reinsurance premiums ⁽²⁾	85,436	100,443
Right-of-use assets	14,025	16,292
Other	40,166	32,960
Total other assets	\$ 396,600	\$ 459,805

(1) We are the beneficiary of insurance policies on the lives of certain of our current and past officers and employees. The balances reported in other assets reflect the amounts that could be realized upon surrender of the insurance policies as of each respective date.

(2) Relates primarily to our Single Premium QSR Program.

See Note 9 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for more information about our right-of-use assets and related impairment analysis.

10. Income Taxes

We use the estimated effective tax rate method to calculate income taxes in interim periods. Certain items, including those deemed to be unusual, infrequent or that cannot be reliably estimated, are excluded from the estimated annual tax rate. In these cases, the actual tax expense or benefit is reported in the same period as the related item.

As of June 30, 2024, and December 31, 2023, our current federal income tax liability was \$ 23 million and \$ 21 million, respectively, which primarily relates to applying the accounting standard for uncertainty in income taxes and is included as a component of other liabilities on our condensed consolidated balance sheets.

As a mortgage guaranty insurer, we are eligible for a tax deduction, subject to certain limitations, under Internal Revenue Code Section 832(e) for amounts required by state law or regulation to be set aside in statutory contingency reserves. The deduction is allowed only to the extent that, in conjunction with quarterly federal tax payment due dates, we purchase non-interest bearing U.S. Mortgage Guaranty Tax and Loss Bonds issued by the U.S. Department of the Treasury in an amount equal to the tax benefit derived from deducting any portion of our statutory contingency reserves. As of June 30, 2024, and December 31, 2023, we held \$ 838 million and \$ 750 million of these bonds, respectively, which are included as prepaid federal income taxes on our condensed consolidated balance sheets. The corresponding deduction of our statutory contingency reserves resulted in the recognition of a net deferred tax liability.

For additional information on our income taxes, including our accounting policies, see Notes 2 and 10 of Notes to Consolidated Financial Statements in our 2023 Form 10-K.

11. Losses and LAE

Our reserve for losses and LAE consisted of the following as of the dates indicated.

Reserve for losses and LAE

(In thousands)	June 30, 2024	December 31, 2023
Primary case	\$ 331,959	\$ 344,235
Primary IBNR and LAE	11,754	12,177
Pool and other	7,494	8,511
Mortgage insurance	351,207	364,923
Title insurance	6,263	5,225
Total reserve for losses and LAE	<u>\$ 357,470</u>	<u>\$ 370,148</u>

Provision for losses consisted of the following.

Provision for losses

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Mortgage insurance	\$ (1,769)	\$ (21,623)	\$ (8,655)	\$ (38,487)
Title insurance	24	(9)	(124)	(74)
Total provision for losses	<u>\$ (1,745)</u>	<u>\$ (21,632)</u>	<u>\$ (8,779)</u>	<u>\$ (38,561)</u>

For the periods indicated, the following table presents information relating to our mortgage insurance reserve for losses, including our IBNR reserve and LAE.

Rollforward of mortgage insurance reserve for losses

(In thousands)	Six Months Ended June 30,	
	2024	2023
Balance at beginning of period	\$ 364,923	\$ 420,955
Less: Reinsurance recoverables ⁽¹⁾	25,074	24,727
Balance at beginning of period, net of reinsurance recoverables	339,849	396,228
Add: Losses and LAE incurred in respect of default notices reported and unreported in:		
Current year ⁽²⁾	100,986	87,594
Prior years	(109,642)	(126,081)
Total incurred	(8,656)	(38,487)
Deduct: Paid claims and LAE related to:		
Current year ⁽²⁾	91	40
Prior years	8,813	6,138
Total paid	8,904	6,178
Balance at end of period, net of reinsurance recoverables	322,289	351,563
Add: Reinsurance recoverables ⁽¹⁾	28,918	22,118
Balance at end of period	\$ 351,207	\$ 373,681

(1) Related to ceded losses recoverable, if any, on reinsurance transactions. See Note 8 for additional information.

(2) Related to underlying defaulted loans with a most recent default notice dated in the year indicated. For example, if a loan had defaulted in a prior year, but then subsequently cured and later re-defaulted in the current year, that default would be considered a current year default.

Reserve Activity

Incurred Losses

Total incurred losses are driven by: (i) case reserves established for new default notices, which are primarily impacted by both the number of new primary default notices received in the period and our related gross Default to Claim Rate and Claim Severity assumptions applied to those new defaults and (ii) reserve developments on prior period defaults, which are primarily impacted by changes to our prior Default to Claim Rate and Claim Severity assumptions applied to these loans.

New primary default notices totaled 22,860 for the six months ended June 30, 2024, compared to 20,399 for the six months ended June 30, 2023, representing an increase of 12 %. We believe this increase in new primary defaults is mainly due to the natural seasoning of our insured portfolio given the increase in our IIF in recent years and not the result of deteriorating credit performance of the insured portfolio.

Our gross Default to Claim Rate assumption applied to new defaults was 8.0 % as of both June 30, 2024, and June 30, 2023, based on our review of trends in Cures and claims paid for our default inventory and taking into consideration the risks and uncertainties associated with the current economic environment.

Our provision for losses during both the first six months of 2024 and 2023 was positively impacted by favorable reserve development on prior year defaults, primarily as a result of more favorable trends in Cures than originally estimated. These Cures have been due primarily to favorable outcomes resulting from positive trends in home price appreciation, which has also contributed to a higher rate of claims that result in no ultimate loss to us and that are withdrawn by servicers as a result. These favorable observed trends for prior year default notices resulted in reductions in our Default to Claim Rate and other reserve assumptions in both 2024 and 2023, including our Claim Severity assumptions in 2024. As the remaining number of defaults has continued to decline, the magnitude of the impact to our provision for losses from reserve development on prior year defaults has declined as well.

Claims Paid

Total claims paid were materially unchanged for the six months ended June 30, 2024, compared to the same period in 2023.

For additional information about our Reserve for Losses and LAE, including our accounting policies, see Notes 2 and 11 of Notes to Consolidated Financial Statements in our 2023 Form 10-K.

12. Borrowings and Financing Activities

The carrying value of our debt as of the dates indicated was as follows.

Borrowings

(\$ in thousands)	Interest rate	June 30, 2024	December 31, 2023
Senior notes			
Senior Notes due 2024	4.500 %	\$ 449,675	\$ 449,037
Senior Notes due 2025	6.625 %	—	522,343
Senior Notes due 2027	4.875 %	446,924	446,401
Senior Notes due 2029	6.200 %	617,183	—
Total senior notes		\$ 1,513,782	\$ 1,417,781
(\$ in thousands)	Average interest rate ⁽¹⁾	June 30, 2024	December 31, 2023
Secured borrowings			
FHLB advances			
FHLB advances due 2024 ⁽²⁾	5.220 %	\$ 40,125	\$ 72,871
FHLB advances due 2025	2.340 %	12,684	12,684
FHLB advances due 2026	4.469 %	1,835	1,835
FHLB advances due 2027	2.562 %	7,887	7,887
Total FHLB advances		62,531	95,277
Mortgage loan financing facilities	7.073 %	422,134	24,199
Total secured borrowings		\$ 484,665	\$ 119,476

(1) As of June 30, 2024. See "FHLB Advances" and "Mortgage Loan Financing Facilities" below for more information.

(2) Includes \$ 13 million of floating-rate advances with a weighted average interest rate of 5.542 % and 5.602 % as of June 30, 2024, and December 31, 2023, respectively, which resets daily based on changes in SOFR.

Interest expense consisted of the following.

Interest expense

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Senior notes	\$ 21,156	\$ 20,303	\$ 43,284	\$ 40,591
Mortgage loan financing facilities	5,108	400	6,546	477
Loss on extinguishment of debt	—	—	4,275	—
FHLB advances	544	611	1,489	1,356
Revolving credit facility	256	399	516	710
Other	—	92	—	110
Total interest expense	\$ 27,064	\$ 21,805	\$ 56,110	\$ 43,244

Senior Notes

Senior Notes due 2029. In March 2024, we issued \$ 625 million aggregate principal amount of Senior Notes due 2029 and received net proceeds of \$ 617 million. These notes mature on May 15, 2029, and bear interest at a rate of 6.200 % per annum, payable semi-annually on May 15 and November 15 of each year, with interest payments commencing on November 15, 2024.

We have the option to redeem these notes, in whole or in part, at any time, or from time to time, prior to April 15, 2029 (the date that is one month prior to the maturity date of the notes) (the "Par Call Date"), at a redemption price equal to the

greater of (a) the make-whole amount, which is the sum of the present values of the remaining scheduled payments of principal and interest in respect of the notes to be redeemed discounted to the redemption date (assuming the Senior Notes due 2029 matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate plus 30 basis points less interest accrued to the redemption date, and (b) 100 % of the aggregate principal amount of the notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date. At any time on or after the Par Call Date, we may, at our option, redeem the notes in whole or in part, at a redemption price equal to 100 % of the aggregate principal amount of the notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

The indenture governing the Senior Notes due 2029 contains covenants customary for securities of this nature, including covenants related to the payments of the notes, reports to be provided, compliance certificates to be issued and the ability to modify the covenants. Additionally, the indenture includes covenants restricting us from encumbering the capital stock of a designated subsidiary (as defined in the indenture for the notes) or disposing of any capital stock of any designated subsidiary unless either all of the stock is disposed of for cash or property which is at least equal to the fair market value of the stock or we retain more than 80 % of the stock.

Extinguishment of Debt

Redemption of Senior Notes due 2025. In March 2024, we exercised our right to redeem all of our outstanding Senior Notes due 2025 in the aggregate principal amount of \$ 525 million, at a redemption price of 100.4 % of the principal amount plus accrued and unpaid interest. We funded the redemption with \$ 527 million in cash (which included accrued and unpaid interest due on the redeemed notes). This redemption resulted in a loss on extinguishment of debt of \$ 4 million during the three months ended March 31, 2024, which is included in interest expense in our condensed consolidated statements of operations.

Following this redemption, there were no remaining principal amounts outstanding on the Senior Notes due 2025 at June 30, 2024.

FHLB Advances

The principal balance of the FHLB advances is required to be collateralized by eligible assets with a fair value that must be maintained generally within a minimum range of 103 % to 114 % of the amount borrowed, depending on the type of assets pledged. Our fixed-maturities available for sale include securities totaling \$ 66 million and \$ 101 million at June 30, 2024, and December 31, 2023, respectively, which serve as collateral for our FHLB advances to satisfy this requirement.

Mortgage Loan Financing Facilities

Radian Mortgage Capital has entered into the Master Repurchase Agreements to finance the acquisition of residential mortgage loans and related mortgage loan assets. Pursuant to the Master Repurchase Agreements, Radian Mortgage Capital may from time to time sell, and later repurchase, certain residential mortgage loan assets. The maximum borrowing amounts under the Goldman Sachs Master Repurchase Agreement, the BMO Master Repurchase Agreement and the JP Morgan Master Repurchase Agreement are \$ 200 million, \$ 400 million and \$ 150 million, respectively. The Goldman Sachs Master Repurchase Agreement, the BMO Master Repurchase Agreement and the JP Morgan Master Repurchase Agreement are currently scheduled to expire on May 31, 2025, September 25, 2024, and January 27, 2025, respectively.

The borrowings under the Master Repurchase Agreements bear a variable interest rate based on one-month SOFR or compounded SOFR, depending on the agreement, plus an applicable margin, with interest payable monthly. Principal is due upon the earliest of the sale or disposition of the related mortgage loans, the occurrence of certain default or acceleration events or at the termination date of the applicable Master Repurchase Agreement.

Funds advanced under the Master Repurchase Agreements generally will be calculated as a percentage of the unpaid principal balance or fair value of the residential mortgage loan assets, depending on the credit characteristics of the loans being purchased. Of our mortgage loans held for sale, \$ 456 million and \$ 31 million served as collateral for the Master Repurchase Agreements to support the funds advanced at June 30, 2024, and December 31, 2023, respectively.

Revolving Credit Facility

Radian Group has in place a \$ 275 million unsecured revolving credit facility with a syndicate of bank lenders. As of June 30, 2024, there were no amounts outstanding under this facility.

Debt Covenants and Other Information

As of June 30, 2024, we are in compliance with all of our debt covenants, including for our senior notes. For more information regarding our borrowings and financing activities, including certain terms, covenants and Parent Guarantees

provided by Radian Group in connection with particular borrowings, see Note 12 of Notes to Consolidated Financial Statements in our 2023 Form 10-K.

13. Commitments and Contingencies

Legal Proceedings

We are routinely involved in a number of legal actions and proceedings, including reviews, audits, inquiries, information-gathering requests and investigations by various regulatory entities, as well as litigation and other disputes arising in the ordinary course of our business. Legal actions and proceedings could result in adverse judgments, settlements, fines, injunctions, restitutions or other relief that could require significant expenditures or have other effects on our business.

Management believes, based on current knowledge and after consultation with counsel, that the outcome of currently pending or threatened actions will not have a material adverse effect on our consolidated financial condition or results of operations. The outcome of legal actions and proceedings is inherently uncertain, and it is possible that any one or more matters could have an adverse effect on our liquidity, financial condition or results of operations for any particular period.

Lease Liability

Our lease liability represents the present value of future lease payments over the lease term. Our operating lease liability was \$ 40 million and \$ 45 million as of June 30, 2024, and December 31, 2023, respectively, and is classified in other liabilities on our condensed consolidated balance sheets.

See Note 13 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for further information regarding our commitments and contingencies and our accounting policies for contingencies.

14. Capital Stock

Shares of Common Stock

The following table shows the year-to-date changes in common stock outstanding for each of the periods indicated.

Common stock outstanding

(In thousands)	June 30, 2024	December 31, 2023
Balance at beginning of period	153,179	157,056
Shares repurchased under share repurchase programs	(3,344)	(5,264)
Issuance of common stock under incentive and benefit plans, net of shares withheld for employee taxes	1,313	1,387
Balance at end of period	151,148	153,179

Share Repurchase Activity

From time to time, Radian Group's board of directors approves share repurchase programs authorizing the Company to repurchase Radian Group common stock in the open market or in privately negotiated transactions, based on market and business conditions, stock price and other factors. Radian generally operates its share repurchase programs pursuant to a trading plan under Rule 10b5-1 of the Exchange Act, which provides for share repurchases at predetermined price targets and permits the Company to purchase shares when it may otherwise be precluded from doing so.

In January 2023, Radian Group's board of directors approved a share repurchase program authorizing the Company to spend up to \$ 300 million, excluding commissions, to repurchase Radian Group common stock in the open market or in privately negotiated transactions, based on market and business conditions, stock price and other factors. In May 2024, Radian Group's board of directors approved an extension of the duration of this program to June 2026, as well as a \$ 600 million increase in authorization for this program, bringing the total authorization to repurchase shares up to \$ 900 million, excluding commissions. Radian has implemented a trading plan under Rule 10b5-1 of the Exchange Act.

During the three and six months ended June 30, 2024, the Company purchased 1.6 million and 3.3 million shares at an average price of \$ 31.79 and \$ 29.92 per share, including commissions, respectively. As of June 30, 2024, purchase authority of up to \$ 667 million remained available under this program.

The Inflation Reduction Act of 2022 imposed a nondeductible 1% excise tax on the net value of certain stock repurchases made after December 31, 2022. All dollar amounts presented in this report related to our share repurchases and our share repurchase authorizations exclude such excise taxes, to the extent applicable, unless otherwise indicated.

Dividends and Dividend Equivalents

In February 2024, Radian Group's board of directors authorized an increase in the Company's quarterly dividend from \$ 0.225 to \$ 0.245 per share, beginning with the dividend declared and paid in the first quarter of 2024.

The following table presents the amount of dividends declared and paid, on a per share basis, for each quarter and annual period as indicated.

Dividends declared and paid

	2024	2023
Quarter ended		
March 31	\$ 0.245	\$ 0.225
June 30	0.245	0.225
September 30	N/A	0.225
December 31	N/A	0.225
Total annual dividends per share declared and paid	\$ 0.490	\$ 0.900

N/A – Not applicable

Dividend equivalents are accrued on RSUs when dividends are declared on the Company's common stock and are typically paid upon vesting of the shares. See Note 17 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for information about our dividend equivalents on RSU awards.

Share-Based and Other Compensation Programs

During the second quarter of 2024, certain executive and non-executive officers were granted time-vested and performance-based RSUs to be settled in common stock. The maximum payout of performance-based RSUs at the end of the three-year performance period is 200 % of a grantee's target number of RSUs granted. The vesting of the performance-based RSUs granted to certain executive and non-executive officers is based upon the cumulative growth in Radian's book value per share over a three-year performance period, adjusted for certain defined items, including our total shareholder return relative to certain peers, and, with the exception of certain retirement-eligible employees, continued service through the vesting date. Performance-based RSUs granted to executive officers are subject to a one-year post-vesting holding period.

The time-vested RSU awards granted to certain executive and non-executive officers in the second quarter of 2024 generally vest in pro rata installments on each of the first three anniversaries of the grant date. In addition, time-vested RSU awards, which are generally subject to one-year cliff vesting, were also granted to non-employee directors. See Note 17 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information regarding the Company's share-based and other compensation programs.

Information with regard to RSUs to be settled in stock for the periods indicated is as follows.

Rollforward of RSUs

	Performance-Based		Time-Vested	
	Number of Shares	Weighted Average Grant Date Fair Value	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding, December 31, 2023 ⁽¹⁾	2,970,874	\$ 18.28	1,786,615	\$ 18.16
Granted ⁽²⁾	484,480	\$ 29.32	386,882	\$ 31.25
Performance adjustment ⁽³⁾	557,957	\$ —	—	\$ —
Vested ⁽⁴⁾	(1,344,579)	\$ 14.50	(515,951)	\$ 20.44
Forfeited	(5,066)	\$ 24.62	(3,915)	\$ 22.38
Outstanding, June 30, 2024 ⁽¹⁾	2,663,666	\$ 22.62	1,653,631	\$ 20.51

(1) Outstanding RSUs represent shares that have not yet been issued because not all conditions necessary to earn the right to benefit from the instruments have been satisfied. For performance-based awards, the final number of RSUs distributed depends on: (i) the cumulative growth in Radian's book value per share adjusted for certain defined items over the respective three-year performance period and for the performance-based RSUs granted in 2023, which also include a modifier based on a comparison of our total shareholder return to the

total shareholder return of certain of our peers and (ii) with the exception of certain retirement-eligible employees, continued service through the vesting date, which could result in changes to the number of vested RSUs.

- (2) For performance-based RSUs, amount represents the number of target shares at grant date.
- (3) For performance-based RSUs, amount represents the difference between the number of shares vested at settlement, which can range from 0 to 200 % of target depending on results over the applicable performance periods, and the number of target shares at the grant date.
- (4) Represents amounts vested during the period, including the impact of performance adjustments for performance-based awards.

15. Accumulated Other Comprehensive Income (Loss)

The following tables show the rollforward of accumulated other comprehensive income (loss) as of the periods indicated.

Rollforward of accumulated other comprehensive income (loss)

(In thousands)	Three Months Ended June 30, 2024			Six Months Ended June 30, 2024		
	Before Tax	Tax Effect	Net of Tax	Before Tax	Tax Effect	Net of Tax
	\$ (458,856)	\$ (96,360)	\$ (362,496)	\$ (418,799)	\$ (87,948)	\$ (330,851)
Balance at beginning of period	\$ (458,856)	\$ (96,360)	\$ (362,496)	\$ (418,799)	\$ (87,948)	\$ (330,851)
Other comprehensive income (loss)						
Unrealized holding gains (losses) on investments arising during the period for which an allowance for expected credit losses has not been recognized	(21,825)	(4,583)	(17,242)	(65,480)	(13,751)	(51,729)
Less: Reclassification adjustment for net gains (losses) on investments included in net income ⁽¹⁾						
Net realized gains (losses) on disposals and non-credit related impairment losses	(3,071)	(644)	(2,427)	(6,755)	(1,418)	(5,337)
Net unrealized gains (losses) on investments	(18,754)	(3,939)	(14,815)	(58,725)	(12,333)	(46,392)
Other adjustments to comprehensive income (loss), net	—	—	—	(86)	(18)	(68)
Other comprehensive income (loss)	(18,754)	(3,939)	(14,815)	(58,811)	(12,351)	(46,460)
Balance at end of period	<u>\$ (477,610)</u>	<u>\$ (100,299)</u>	<u>\$ (377,311)</u>	<u>\$ (477,610)</u>	<u>\$ (100,299)</u>	<u>\$ (377,311)</u>

(In thousands)	Three Months Ended June 30, 2023			Six Months Ended June 30, 2023		
	Before Tax	Tax Effect	Net of Tax	Before Tax	Tax Effect	Net of Tax
	\$ (489,410)	\$ (102,777)	\$ (386,633)	\$ (578,228)	\$ (121,429)	\$ (456,799)
Balance at beginning of period	\$ (489,410)	\$ (102,777)	\$ (386,633)	\$ (578,228)	\$ (121,429)	\$ (456,799)
Other comprehensive income (loss)						
Unrealized holding gains (losses) on investments arising during the period for which an allowance for expected credit losses has not been recognized	(52,056)	(10,931)	(41,125)	31,303	6,574	24,729
Less: Reclassification adjustment for net gains (losses) on investments included in net income ⁽¹⁾						
Net realized gains (losses) on disposals and non-credit related impairment losses	(5,154)	(1,082)	(4,072)	(10,386)	(2,181)	(8,205)
Net unrealized gains (losses) on investments	(46,902)	(9,849)	(37,053)	41,689	8,755	32,934
Other adjustments to comprehensive income, net	—	—	—	227	48	179
Other comprehensive income (loss)	(46,902)	(9,849)	(37,053)	41,916	8,803	33,113
Balance at end of period	<u>\$ (536,312)</u>	<u>\$ (112,626)</u>	<u>\$ (423,686)</u>	<u>\$ (536,312)</u>	<u>\$ (112,626)</u>	<u>\$ (423,686)</u>

(1) Included in net gains (losses) on investments and other financial instruments in our condensed consolidated statements of operations.

16. Statutory Information

Our insurance subsidiaries' statutory net income (loss) for the periods indicated, and statutory policyholders' surplus as of the dates indicated were as follows.

Statutory net income (loss)

(In thousands)	Six Months Ended June 30,	
	2024	2023
Radian Guaranty	\$ 388,372	\$ 382,173
Other mortgage insurance subsidiaries	(882)	(261)
Radian Title Insurance	1,015	808

Statutory policyholders' surplus

(In thousands)	June 30, 2024		December 31, 2023	
	2024	2023	2024	2023
Radian Guaranty	\$ 686,189	\$ 619,584		
Other mortgage insurance subsidiaries	16,773	17,444		
Radian Title Insurance	41,936	41,108		

Under state insurance regulations, Radian Guaranty is required to maintain minimum surplus levels and, in certain states, a maximum ratio of net RIF relative to statutory capital, or Risk-to-capital. The most common Statutory RBC Requirement is that a mortgage insurer's Risk-to-capital may not exceed 25 to 1. In certain of the RBC States, a mortgage insurer must satisfy an MPP Requirement. Radian Guaranty was in compliance with all applicable Statutory RBC Requirements and MPP Requirements in each of the RBC States as of June 30, 2024. Radian Guaranty's Risk-to-capital was 10.3 :1 and 10.4 :1 as of June 30, 2024, and December 31, 2023, respectively. For purposes of the Risk-to-capital requirements imposed by certain states, statutory capital is defined as the sum of statutory policyholders' surplus plus statutory contingency reserves. Our other mortgage insurance and title insurance subsidiaries were also in compliance with all statutory and counterparty capital requirements as of June 30, 2024.

In addition, in order to be eligible to insure loans purchased by the GSEs, mortgage insurers such as Radian Guaranty must meet the GSEs' eligibility requirements, or PMIERS. At June 30, 2024, Radian Guaranty, an approved mortgage insurer under the PMIERS, was in compliance with the current PMIERS financial requirements.

State insurance regulations include various capital requirements and dividend restrictions based on our insurance subsidiaries' statutory financial position and results of operations. As of June 30, 2024, the amount of restricted net assets held by our consolidated insurance subsidiaries (which represents our equity investment in those insurance subsidiaries) totaled \$ 4.6 billion of our consolidated net assets.

While all proposed dividends and distributions to stockholders must be filed with the Pennsylvania Insurance Department prior to payment, if a Pennsylvania domiciled insurer has positive unassigned surplus, such insurer can pay dividends or other distributions during any 12-month period in an aggregate amount less than or equal to the greater of: (i) 10% of the preceding year-end statutory policyholders' surplus or (ii) the preceding year's statutory net income, in each case without the prior approval of the Pennsylvania Insurance Department.

Based on its positive unassigned surplus balances during the first half of 2024, Radian Guaranty paid ordinary dividends totaling \$ 300 million to Radian Group in the first half of 2024. Subsequent to the payment of these dividends, as of June 30, 2024, Radian Guaranty had positive unassigned surplus of \$ 186 million.

For a full description of our compliance with statutory and other regulations for our mortgage insurance and title insurance businesses, including statutory capital requirements and dividend restrictions, see Note 16 of Notes to Consolidated Financial Statements in our 2023 Form 10-K.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The disclosures in this quarterly report are complementary to those made in our 2023 Form 10-K and should be read in conjunction with our unaudited condensed consolidated financial statements and the notes thereto included in this report, as well as our audited financial statements, notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our 2023 Form 10-K.

The following analysis of our financial condition and results of operations for the three and six months ended June 30, 2024, provides information that evaluates our financial condition as of June 30, 2024, compared with December 31, 2023, and our results of operations for the three and six months ended June 30, 2024, compared to the same periods last year.

Certain terms and acronyms used throughout this report are defined in the Glossary of Abbreviations and Acronyms included as part of this report. In addition, investors should review the "Cautionary Note Regarding Forward-Looking Statements—Safe Harbor Provisions" herein, and "Item 1A. Risk Factors" in our 2023 Form 10-K for a discussion of those risks and uncertainties that have the potential to adversely affect our business, financial condition, results of operations, cash flows or prospects. Our results of operations for interim periods are not necessarily indicative of results to be expected for the full year or for any other period. See "Overview" below and Note 1 of Notes to Unaudited Condensed Financial Statements for additional information.

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Overview

We are a mortgage and real estate company with one reportable business segment—Mortgage Insurance.

Our Mortgage Insurance segment aggregates, manages and distributes U.S. mortgage credit risk for the benefit of mortgage lending institutions and mortgage credit investors, principally through private mortgage insurance on residential first-lien mortgage loans, and also offers other credit risk management solutions, including contract underwriting, to our customers.

Our other immaterial businesses are reported collectively as All Other and include our Mortgage Conduit, Title, Real Estate Services and Real Estate Technology businesses, which provide our existing and new customers with an array of products and services across the residential real estate and mortgage finance industries.

Current Operating Environment

As a mortgage and real estate company, our business results are subject to seasonal fluctuations impacting mortgage and real estate markets as well as macroeconomic conditions and specific events that impact the housing, housing finance and residential real estate markets and the credit performance of our mortgage insurance portfolio. Among others, these factors may include home prices and housing supply, inflationary pressures, interest rate changes, unemployment levels, the volume of mortgage originations and the availability of credit, national and regional economic conditions, legislative and regulatory developments and other events, including macroeconomic stresses and uncertainties resulting from global conflicts and other political and geopolitical events.

Consistent with the trends observed in recent periods, the economic and market conditions impacting our results for the first six months of 2024 remained generally favorable. Interest rates remain elevated, which has benefited our Persistency Rates and net investment income yields, however, this has also contributed to reduced refinance volumes and NIW in our Mortgage Insurance business and lower transaction volumes for certain of our other businesses. Private mortgage insurance industry volumes are impacted by total mortgage origination volumes and the mix between mortgage originations that are for home purchases versus refinancings of existing mortgages. Although it is difficult to project future volumes, recent industry

forecasts project a total mortgage origination market for 2024 of approximately \$1.7 trillion, which would represent an increase of approximately 12% compared to 2023, but a reduction compared to projections at the beginning of 2024. This decrease in projections for 2024 primarily relates to the change in expectations for the timing for future interest rate decreases. Future interest rate decreases in 2024 are now expected to be less and to occur later, if at all, which would similarly delay any expected decline in mortgage interest rates, and as a result, reduce the overall size of the mortgage market. In light of updated projections, we now estimate that the private mortgage insurance market will be approximately \$300 billion in 2024, which is the lower end of our expectations at the beginning of the year. In "Item 1A. Risk Factors" in our 2023 Form 10-K, see "A decrease in the volume of mortgage originations could result in fewer opportunities for us to write new mortgage insurance business and conduct our homegenius businesses" for more information.

While these recent developments in macroeconomic conditions are expected to negatively impact the overall volume of mortgage transactions taking place, the higher interest rate environment is expected to continue to benefit our financial performance through higher Persistency Rates, which is expected to increase our IIF despite lower NIW, as well as through the recognition of higher net investment income. Further, the housing supply continues to be constrained, which we believe will continue to support home values and the high level of home price appreciation currently embedded in our insured portfolio of mortgages. We expect this will continue to benefit our IIF as a result of the increased level of embedded equity borrowers have in their homes, which has positively impacted our default and cure trends. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Overview—Current Operating Environment" in our 2023 Form 10-K for additional discussion of the primary factors affecting the current operating environment for our businesses.

Despite risks and uncertainties, we believe that mortgage industry fundamentals remain strong, including as a result of the improvements to the mortgage and real estate ecosystem since the great financial crisis in 2008, such as more stringent underwriting and product standards, higher-quality borrowers with strong credit profiles and strengthened mortgage loan servicing and government support to help borrowers stay in their homes.

Legislative and Regulatory Developments

We are subject to comprehensive regulation by both federal and state regulatory authorities. For a description of significant state and federal regulations and other requirements of the GSEs that are applicable to our businesses, as well as legislative and regulatory developments affecting the housing finance industry, see "Item 1. Business—Regulation" in our 2023 Form 10-K.

Recent Developments

On July 31, 2024, Radian Mortgage Capital closed its inaugural private label prime jumbo securitization transaction. The securitization involved the private offering and issuance of \$348.9 million of unregistered mortgage pass-through certificates (the "Certificates") collateralized by residential mortgage loans. At closing, Radian Mortgage Capital retained an interest in certain of the Certificates, and Radian Mortgage Capital and its affiliates (excluding its mortgage insurance affiliates) may hold an interest in the Certificates from time to time. Subject to market and other conditions, Radian Mortgage Capital expects to continue to distribute loans it acquires through private label securitizations on a regular programmatic basis in the future.

On July 30, 2024, Radian Group notified holders of its outstanding 4.500% Senior Notes due 2024 (the "Notes") that all of the outstanding Notes would be redeemed on September 27, 2024 (the "Redemption Date"), prior to the October 1, 2024 scheduled maturity date. The redemption price will be 100% of the principal amount of the Notes and will be payable together with accrued and unpaid interest on the Notes up to, but excluding, the Redemption Date.

Key Factors Affecting Our Results

The key factors affecting our results are discussed in our 2023 Form 10-K. There have been no material changes to these key factors.

Mortgage Insurance Portfolio

New Insurance Written

We wrote \$13.9 billion and \$25.4 billion of primary new mortgage insurance in the three and six months ended June 30, 2024, respectively, compared to \$16.9 billion and \$28.2 billion of NIW in the three and six months ended June 30, 2023, respectively.

Our NIW decreased by 18% and 10% for the three and six months ended June 30, 2024, respectively, compared to the same periods in 2023, due to a decline in private mortgage insurance penetration as a percentage of the overall mortgage origination market. According to industry estimates, total mortgage origination volume was relatively flat for the three months ended June 30, 2024 and was slightly higher for the six months ended June 30, 2024, both as compared to the comparable periods in 2023, due primarily to a small increase in mortgage refinance activity.

The following table provides selected information for the periods indicated related to our mortgage insurance NIW. For direct Single Premium Policies, NIW includes policies written on an individual basis (as each loan is originated) and on an aggregated basis (in which each individual loan in a group of loans is insured in a single transaction, typically after the loans have been originated).

NIW

(\$ in millions)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
NIW	\$ 13,902	\$ 16,946	\$ 25,404	\$ 28,191
Primary risk written	\$ 3,541	\$ 4,383	\$ 6,507	\$ 7,286
Average coverage percentage	25.5 %	25.9 %	25.6 %	25.8 %
NIW by loan purpose				
Purchases	98.3 %	98.6 %	97.7 %	98.2 %
Refinances	1.7 %	1.4 %	2.3 %	1.8 %
NIW by premium type				
Direct Monthly and Other Recurring Premiums	96.5 %	96.5 %	96.6 %	95.8 %
Direct single premiums	3.5 %	3.5 %	3.4 %	4.2 %
NIW by FICO score ⁽¹⁾				
>=740	69.4 %	66.1 %	68.5 %	64.0 %
680-739	25.5 %	28.4 %	26.2 %	30.1 %
620-679	5.1 %	5.5 %	5.3 %	5.9 %
<=619	0.0 %	0.0 %	0.0 %	0.0 %
NIW by LTV ⁽²⁾				
95.01% and above	16.5 %	17.9 %	16.0 %	17.8 %
90.01% to 95.00%	37.2 %	39.1 %	38.8 %	39.5 %
85.01% to 90.00%	32.4 %	29.5 %	31.9 %	29.2 %
85.00% and below	13.9 %	13.5 %	13.3 %	13.5 %

(1) For loans with multiple borrowers, the percentage of NIW by FICO score represents the lowest of the borrowers' FICO scores at origination.

(2) LTV at origination.

Insurance and Risk in Force

Year of origination - IIF ⁽¹⁾

(\$ in billions)	IIF as of:					
	June 30, 2024		December 31, 2023		June 30, 2023	
By vintage:						
2024	\$ 24.9	9.1 %	\$ —	— %	\$ —	— %
2023	48.4	17.8	50.6	18.7	27.8	10.4
2022	57.6	21.1	60.5	22.4	62.6	23.5
2021	59.5	21.8	65.7	24.3	71.9	26.9
2020	39.2	14.4	45.1	16.7	50.9	19.1
2019	13.2	4.8	14.7	5.4	16.2	6.1
2009 - 2018	22.8	8.4	25.7	9.6	29.2	10.9
2008 & Prior ⁽²⁾	7.2	2.6	7.7	2.9	8.3	3.1
Total	\$ 272.8	100.0 %	\$ 270.0	100.0 %	\$ 266.9	100.0 %

(1) Policy years represent the original policy years and have not been adjusted to reflect subsequent refinancing activity under the Home Affordable Refinance Program ("HARP").

(2) Includes loans that were subsequently refinanced under HARP.

Our IIF is the primary driver of the future premiums that we expect to earn over time. IIF increased to \$272.8 billion at June 30, 2024, from \$270.0 billion at December 31, 2023, reflecting the impact of our NIW offset by policy cancellations and amortization for the first six months of 2024. Our IIF at June 30, 2024, increased 2% as compared to the same period last year.

Historically, there is a close correlation between interest rates and Persistency Rates. Higher interest rate environments generally decrease refinancings, which decrease the cancellation rate of our insurance and positively affect our Persistency Rates. As shown in the table below, our 12-month Persistency Rate at June 30, 2024, increased as compared to June 30, 2023. The increase in our Persistency Rate at June 30, 2024, was primarily attributable to decreased refinance activity due to increases in mortgage interest rates, as compared to the same period in the prior year. As of June 30, 2024, 74% of our IIF had a mortgage note interest rate of 6.0% or less. Given the higher prevailing market mortgage interest rates, which, based on reported industry averages, now exceed these levels, we would expect a continued positive impact on our Persistency Rates. If refinance volume increases, we would expect the Persistency Rate for our portfolio to decrease, reducing the size of our IIF portfolio. See "*If the length of time that our mortgage insurance policies remain in force declines, it could result in a decrease in our future revenues*" under "Item 1A. Risk Factors" in our 2023 Form 10-K for more information.

Throughout this report, unless otherwise noted, RIF is presented on a gross basis and includes the amount ceded under reinsurance. RIF and IIF for direct Single Premium Policies include policies written on an individual basis (as each loan is originated) and on an aggregated basis (in which each individual loan in a group of loans is insured in a single transaction, typically after the loans have been originated).

The following table provides selected information as of and for the periods indicated related to mortgage insurance IIF and RIF.

IIF and RIF

(\$ in millions)	June 30, 2024	December 31, 2023	June 30, 2023
Primary IIF	\$ 272,827	\$ 269,979	\$ 266,859
Primary RIF	\$ 71,109	\$ 69,710	\$ 68,323
Average coverage percentage	26.1 %	25.8 %	25.6 %
Persistency Rate (12 months ended)	84.3 %	84.0 %	82.8 %
Persistency Rate (quarterly, annualized) ⁽¹⁾	83.5 %	85.8 %	83.5 %
Primary RIF by premium type			
Direct Monthly and Other Recurring Premiums	89.5 %	88.9 %	88.2 %
Direct single premiums	10.5 %	11.1 %	11.8 %
Primary RIF by FICO score ⁽²⁾			
>=740	59.2 %	58.5 %	57.8 %
680-739	33.3 %	33.9 %	34.3 %
620-679	7.2 %	7.3 %	7.5 %
<=619	0.3 %	0.3 %	0.4 %
Primary RIF by LTV ⁽³⁾			
95.01% and above	19.2 %	18.6 %	18.0 %
90.01% to 95.00%	48.1 %	48.2 %	48.4 %
85.01% to 90.00%	27.3 %	27.1 %	26.9 %
85.00% and below	5.4 %	6.1 %	6.7 %

(1) The Persistency Rate on a quarterly, annualized basis is calculated based on loan-level detail for the quarter ending as of the date shown. It may be impacted by seasonality or other factors, including the level of refinancing activity during the applicable periods, and may not be indicative of full-year trends.

(2) For loans with multiple borrowers, the percentage of primary RIF by FICO score represents the lowest of the borrowers' FICO scores at origination.

(3) LTV at origination.

Risk Distribution

We use third-party reinsurance in our mortgage insurance business as part of our risk distribution strategy, including to manage our capital position and risk profile. When we enter into a reinsurance agreement, the reinsurer receives a premium and, in exchange, insures an agreed-upon portion of incurred losses. While these arrangements reduce our earned premiums, they also reduce our required capital and are expected to increase our return on required capital for the related policies.

The impact of these programs on our financial results will vary depending on the level of ceded RIF, as well as the levels of prepayments and incurred losses on the reinsured portfolios, among other factors. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors Affecting Our Results—Mortgage Insurance—Risk Distribution" in our 2023 Form 10-K and Note 8 of Notes to Unaudited Condensed Consolidated Financial Statements in this report for more information about our reinsurance transactions.

The table below provides information about the amounts by which Radian Guaranty's reinsurance programs reduced its Minimum Required Assets as of the dates indicated.

PMIERs benefit from risk distribution

(\$ in thousands)	June 30, 2024	December 31, 2023	June 30, 2023
PMIERs impact - reduction in Minimum Required Assets			
XOL Program			
Mortgage insurance-linked notes	\$ 665,058	\$ 770,335	\$ 537,230
Traditional reinsurance	182,096	218,294	—
Total XOL Program	847,154	988,629	537,230
Other QSR Agreements ⁽¹⁾	491,989	420,989	332,066
Single Premium QSR Program	182,596	193,807	207,571
Total PMIERs impact	\$ 1,521,739	\$ 1,603,425	\$ 1,076,867
Percentage of gross Minimum Required Assets	28.7 %	30.6 %	21.1 %

(1) Consists primarily of 2022 and 2023 QSR Agreements, which include both single and monthly premium policies.

See "Results of Operations—Mortgage Insurance—Revenues—Net Premiums Earned" for information about the impact on premiums earned from each of Radian Guaranty's reinsurance programs.

Results of Operations—Consolidated

Radian Group serves as the holding company for our operating subsidiaries and does not have any operations of its own. Our consolidated operating results for the three and six months ended June 30, 2024, and June 30, 2023, primarily reflect the financial results and performance of our Mortgage Insurance business. See "Results of Operations—Mortgage Insurance" for the operating results of this business segment for the three and six months ended June 30, 2024, compared to the same periods in 2023.

In addition to the results of our operating segments, pretax income (loss) is also affected by those factors described in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors Affecting Our Results" in our 2023 Form 10-K.

The following table summarizes our consolidated results of operations for the periods indicated.

Summary results of operations - Consolidated

(\$ in thousands, except per-share amounts)	Three Months Ended		Change Favorable (Unfavorable)	Six Months Ended		Change Favorable (Unfavorable)		
	June 30,			June 30,				
	2024	2023		2024	2023			
Revenues								
Net premiums earned	\$ 237,731	\$ 213,429	\$ 24,302	\$ 473,588	\$ 446,667	\$ 26,921		
Services revenue	13,265	11,797	1,468	25,853	22,781	3,072		
Net investment income	73,766	63,348	10,418	142,987	121,801	21,186		
Net gains (losses) on investments and other financial instruments	(4,487)	(236)	(4,251)	(3,997)	5,349	(9,346)		
Other income	872	1,241	(369)	2,134	2,833	(699)		
Total revenues	321,147	289,579	31,568	640,565	599,431	41,134		
Expenses								
Provision for losses	(1,745)	(21,632)	(19,887)	(8,779)	(38,561)	(29,782)		
Policy acquisition costs	6,522	5,218	(1,304)	13,316	11,511	(1,805)		
Cost of services	9,535	10,257	722	18,862	20,655	1,793		
Other operating expenses	91,648	89,885	(1,763)	174,284	173,154	(1,130)		
Interest expense	27,064	21,805	(5,259)	56,110	43,244	(12,866)		
Amortization of other acquired intangible assets	—	1,370	1,370	—	2,741	2,741		
Total expenses	133,024	106,903	(26,121)	253,793	212,744	(41,049)		
Pretax income	188,123	182,676	5,447	386,772	386,687	85		
Income tax provision	36,220	36,589	369	82,515	82,843	328		
Net income	\$ 151,903	\$ 146,087	\$ 5,816	\$ 304,257	\$ 303,844	\$ 413		
Diluted net income per share	\$ 0.98	\$ 0.91	\$ 0.07	\$ 1.96	\$ 1.89	\$ 0.07		
Return on equity	13.6 %	14.1 %	(0.5)%	13.7 %	15.0 %	(1.3)%		
Non-GAAP Financial Measures ⁽¹⁾								
Adjusted pretax operating income	\$ 192,683	\$ 184,375	\$ 8,308	\$ 395,500	\$ 384,238	\$ 11,262		
Adjusted diluted net operating income per share	\$ 0.99	\$ 0.91	\$ 0.08	\$ 2.01	\$ 1.88	\$ 0.13		
Adjusted net operating return on equity	13.6 %	14.1 %	(0.5)%	14.1 %	15.0 %	(0.9)%		

(1) See "Use of Non-GAAP Financial Measures" below.

Revenues

Net Premiums Earned. Net premiums earned increased for the three and six months ended June 30, 2024, as compared to the same periods in 2023 primarily due to increased ceded premiums earned associated with the tender offers by Eagle Re 2019-1 Ltd. and Eagle Re 2020-1 Ltd. in the second quarter of 2023 to purchase the mortgage insurance-linked notes that supported their reinsurance agreements with Radian Guaranty. See "Results of Operations—Mortgage Insurance—Revenues—Net Premiums Earned" for more information.

Net Investment Income. The increase in net investment income for the three and six months ended June 30, 2024, as compared to the same periods in 2023, is primarily attributable to higher balances of mortgage loans held for sale by Radian

Mortgage Capital and short-term investments. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for comparative detail about net investment income. See "Results of Operations—Mortgage Insurance—Revenues—Net Investment Income" and "Results of Operations—All Other" for more information.

Net Gains (Losses) on Investments and Other Financial Instruments. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for comparative detail about net gains (losses) on investments and other financial instruments by investment category.

Expenses

Provision for Losses. The reduced benefit of the provision for losses for the three and six months ended June 30, 2024, as compared to the same periods in 2023, is primarily driven by a reduction in favorable development on prior period defaults, which impacted our mortgage insurance reserves. See "Results of Operations—Mortgage Insurance—Expenses—Provision for Losses" for more information.

Other Operating Expenses. Other operating expenses increased for the three and six months ended June 30, 2024, as compared to the same periods in 2023. See "Results of Operations—Mortgage Insurance—Expenses—Other Operating Expenses" for more information.

Interest Expense. The increase in interest expense for the three and six months ended June 30, 2024, as compared to the same periods in 2023, is primarily due to: (i) an increase in secured borrowings under our mortgage loan financing facilities and (ii) the net impact of the March 2024 issuance and redemption of the Senior Notes due 2029 and Senior Notes due 2025, respectively. The six months ended June 30, 2024, was also impacted by a \$4 million loss on extinguishment of debt related to the redemption of the Senior Notes due 2025 in March 2024. See Note 12 of Notes to Unaudited Condensed Consolidated Financial Statements for additional detail about our interest expense.

Income Tax Provision

Our provision for income taxes for interim periods is established based on our estimated annual effective tax rate for a given year and reflects the impact of discrete tax effects in the period in which they occur.

Our effective tax rate for the three and six months ended June 30, 2024, was 19.3% and 21.3%, respectively, as compared to 20.0% and 21.4% for the three and six months ended June 30, 2023, respectively. For the three and six months ended June 30, 2024 and 2023, the effects of non-deductible executive compensation expense, state income taxes, and the vesting of RSUs were the primary drivers of the difference in our effective tax rate compared to the federal statutory rate.

Use of Non-GAAP Financial Measures

In addition to traditional GAAP financial measures, we have presented "adjusted pretax operating income (loss)," "adjusted diluted net operating income (loss) per share" and "adjusted net operating return on equity," which are non-GAAP financial measures for the consolidated company, among our key performance indicators to evaluate our fundamental financial performance. These non-GAAP financial measures align with the way our business performance is evaluated by both management and by our board of directors. These measures have been established in order to increase transparency for the purposes of evaluating our operating trends and enabling more meaningful comparisons with our peers. Although on a consolidated basis adjusted pretax operating income (loss), adjusted diluted net operating income (loss) per share and adjusted net operating return on equity are non-GAAP financial measures, for the reasons discussed above we believe these measures aid in understanding the underlying performance of our operations.

Total adjusted pretax operating income (loss), adjusted diluted net operating income (loss) per share and adjusted net operating return on equity are not measures of overall profitability, and therefore should not be considered in isolation or viewed as substitutes for GAAP pretax income (loss), diluted net income (loss) per share or return on equity. Our definitions of adjusted pretax operating income (loss), adjusted diluted net operating income (loss) per share and adjusted net operating return on equity, as discussed and reconciled below to the most comparable respective GAAP measures, may not be comparable to similarly named measures reported by other companies.

Our senior management, including our Chief Executive Officer (Radian's chief operating decision maker), uses adjusted pretax operating income (loss) as our primary measure to evaluate the fundamental financial performance of the Company's business segments and to allocate resources to the segments. For detailed information regarding items excluded from adjusted pretax operating income (loss) and the reasons for their treatment, see Note 4 of Notes to Consolidated Financial Statements and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Consolidated—Use of Non-GAAP Financial Measures," each in our 2023 Form 10-K.

Adjusted pretax operating income (loss) is defined as GAAP consolidated pretax income (loss) excluding the effects of: (i) net gains (losses) on investments and other financial instruments, except for certain investments and other financial instruments attributable to our reportable segment or All Other activities; (ii) amortization and impairment of goodwill and other acquired intangible assets; and (iii) impairment of other long-lived assets and other non-operating items, if any, such as gains

(losses) from the sale of lines of business, acquisition-related income (expenses) and gains (losses) on extinguishment of debt.

The following table provides a reconciliation of consolidated pretax income to our non-GAAP financial measure for the consolidated Company of adjusted pretax operating income.

Reconciliation of consolidated pretax income to consolidated adjusted pretax operating income

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Consolidated pretax income	\$ 188,123	\$ 182,676	\$ 386,772	\$ 386,687
Less: income (expense) items				
Net gains (losses) on investments and other financial instruments ⁽¹⁾	(4,438)	(331)	(4,331)	5,174
Amortization and impairment of goodwill and other acquired intangible assets	—	(1,370)	—	(2,741)
Impairment of other long-lived assets and other non-operating items ⁽²⁾	(122)	2	(4,397)	16
Total adjusted pretax operating income ⁽³⁾	<u>\$ 192,683</u>	<u>\$ 184,375</u>	<u>\$ 395,500</u>	<u>\$ 384,238</u>

(1) Excludes certain net gains (losses), if any, on investments and other financial instruments that are attributable to specific operating segments and therefore included in adjusted pretax operating income (loss).

(2) The non-operating loss for the six months ended June 30, 2024, primarily relates to a loss on extinguishment of debt. See Note 12 of Notes to Unaudited Condensed Consolidated Financial Statements for more information.

(3) Total adjusted pretax operating income on a consolidated basis consists of adjusted pretax operating income (loss) for our Mortgage Insurance segment and All Other activities, as further detailed in Note 4 of Notes to Unaudited Condensed Consolidated Financial Statements.

Adjusted diluted net operating income (loss) per share is calculated by dividing adjusted pretax operating income (loss) attributable to common stockholders, net of taxes computed using the Company's statutory tax rate, by the sum of the weighted average number of common shares outstanding and all dilutive potential common shares outstanding. The following table provides a reconciliation of diluted net income (loss) per share to our non-GAAP financial measure for the consolidated Company of adjusted diluted net operating income (loss) per share.

Reconciliation of diluted net income per share to adjusted diluted net operating income per share

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Diluted net income per share	\$ 0.98	\$ 0.91	\$ 1.96	\$ 1.89
Less: per-share impact of reconciling income (expense) items				
Net gains (losses) on investments and other financial instruments	(0.03)	—	(0.03)	0.03
Amortization and impairment of goodwill and other acquired intangible assets	—	(0.01)	—	(0.02)
Impairment of other long-lived assets and other non-operating items	—	—	(0.03)	—
Income tax (provision) benefit on reconciling income (expense) items ⁽¹⁾	—	—	0.02	0.01
Difference between statutory and effective tax rates	0.02	0.01	(0.01)	(0.01)
Per-share impact of reconciling income (expense) items	(0.01)	—	(0.05)	0.01
Adjusted diluted net operating income per share ⁽¹⁾	<u>\$ 0.99</u>	<u>\$ 0.91</u>	<u>\$ 2.01</u>	<u>\$ 1.88</u>

(1) Calculated using the Company's federal statutory tax rate of 21%.

Adjusted net operating return on equity is calculated by dividing annualized adjusted pretax operating income (loss), net of taxes computed using the Company's statutory tax rate, by average stockholders' equity, based on the average of the beginning and ending balances for each period presented. The following table provides a reconciliation of return on equity to our non-GAAP financial measure for the consolidated Company of adjusted net operating return on equity.

Reconciliation of return on equity to adjusted net operating return on equity

	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
Return on equity ⁽¹⁾	13.6 %	14.1 %	13.7 %	15.0 %
Less: impact of reconciling income (expense) items ⁽²⁾				
Net gains (losses) on investments and other financial instruments	(0.4)	—	(0.2)	0.3
Amortization and impairment of goodwill and other acquired intangible assets	—	(0.1)	—	(0.1)
Impairment of other long-lived assets and other non-operating items	—	—	(0.2)	—
Income tax (provision) benefit on reconciling income (expense) items ⁽³⁾	0.1	(0.1)	0.1	(0.1)
Difference between statutory and effective tax rates	0.3	0.2	(0.1)	(0.1)
Impact of reconciling income (expense) items	—	—	(0.4)	—
Adjusted net operating return on equity ⁽³⁾	13.6 %	14.1 %	14.1 %	15.0 %

(1) Calculated by dividing annualized net income by average stockholders' equity, based on the average of the beginning and ending balances for each period presented.

(2) Annualized, as a percentage of average stockholders' equity.

(3) Calculated using the Company's federal statutory tax rate of 21%.

Results of Operations—Mortgage Insurance

The following table summarizes our Mortgage Insurance segment's results of operations for the periods indicated.

Summary results of operations - Mortgage Insurance

(In thousands)	Three Months Ended June 30,		Change Favorable (Unfavorable)	Six Months Ended June 30,		Change Favorable (Unfavorable)
	2024	2023		2024 vs. 2023	2024	
Revenues						
Net premiums written	\$ 232,645	\$ 214,540	\$ 18,105	\$ 464,522	\$ 443,959	\$ 20,563
(Increase) decrease in unearned premiums	2,173	(3,808)	5,981	4,295	(1,777)	6,072
Net premiums earned	234,818	210,732	24,086	468,817	442,182	26,635
Services revenue	309	284	25	519	620	(101)
Net investment income	50,102	48,070	2,032	99,676	94,063	5,613
Other income	754	1,246	(492)	1,994	2,833	(839)
Total revenues	285,983	260,332	25,651	571,006	539,698	31,308
Expenses						
Provision for losses	(1,769)	(21,623)	(19,854)	(8,655)	(38,487)	(29,832)
Policy acquisition costs	6,522	5,218	(1,304)	13,316	11,511	(1,805)
Cost of services	156	143	(13)	309	384	75
Other operating expenses	60,354	57,090	(3,264)	112,133	110,725	(1,408)
Interest expense	21,957	21,405	(552)	45,290	42,767	(2,523)
Total expenses	87,220	62,233	(24,987)	162,393	126,900	(35,493)
Adjusted pretax operating income ⁽¹⁾	\$ 198,763	\$ 198,099	\$ 664	\$ 408,613	\$ 412,798	\$ (4,185)

(1) Our senior management uses adjusted pretax operating income as our primary measure to evaluate the fundamental financial performance of our business segments. See Note 4 of Notes to Unaudited Condensed Consolidated Financial Statements for more information.

Revenues

Net Premiums Earned. Net premiums earned increased for the three and six months ended June 30, 2024, as compared to the same periods in 2023, primarily due to increased ceded premiums earned associated with the tender offers by Eagle Re 2019-1 Ltd. and Eagle Re 2020-1 Ltd. in the second quarter of 2023 to purchase the mortgage insurance-linked notes that supported their reinsurance agreements with Radian Guaranty and, to a lesser extent, an increase in direct premiums earned in 2024, due primarily to higher IIF.

The table below provides additional information about the components of mortgage insurance net premiums earned for the periods indicated, including the effects of our reinsurance programs.

Net premiums earned

	Three Months Ended June 30,		Change Favorable (Unfavorable)	Six Months Ended June 30,		Change Favorable (Unfavorable)
	2024	2023		2024 vs. 2023	2023	
(In thousands, except as otherwise indicated)						
Direct						
Premiums earned, excluding revenue from cancellations	\$ 259,342	\$ 252,537	\$ 6,805	\$ 517,935	\$ 503,703	\$ 14,232
Single Premium Policy cancellations	2,076	3,980	(1,904)	4,190	9,341	(5,151)
Direct	261,418	256,517	4,901	522,125	513,044	9,081
Ceded						
Premiums earned, excluding revenue from cancellations ⁽¹⁾	(39,925)	(57,916)	17,991	(78,922)	(93,442)	14,520
Single Premium Policy cancellations ⁽²⁾	732	(1,114)	1,846	620	(2,586)	3,206
Profit commission—other ⁽³⁾	12,593	13,245	(652)	24,994	25,166	(172)
Ceded premiums, net of profit commission	(26,600)	(45,785)	19,185	(53,308)	(70,862)	17,554
Total net premiums earned	\$ 234,818	\$ 210,732	\$ 24,086	\$ 468,817	\$ 442,182	\$ 26,635
In force portfolio premium yield (in basis points) ⁽⁴⁾	38.2	38.2	0.0	38.2	38.2	0.0
Direct premium yield (in basis points) ⁽⁵⁾	38.5	38.8	(0.3)	38.5	38.9	(0.4)
Net premium yield (in basis points) ⁽⁶⁾	34.5	31.9	2.6	34.5	33.5	1.0
Average primary IIF (in billions) ⁽⁷⁾	\$ 271.9	\$ 264.2	\$ 7.7	\$ 271.4	\$ 263.9	\$ 7.5

(1) The three and six months ended June 30, 2023, include the impact of tender offers by Eagle Re 2019-1 Ltd. and Eagle Re 2020-1 Ltd. to purchase the mortgage insurance-linked notes that supported their reinsurance agreements with Radian Guaranty. As a result of these tender offers, Radian Guaranty incurred additional ceded premiums earned during the second quarter of 2023 of \$21 million, consisting of \$16 million related to the cost of tender premiums and associated expenses and \$5 million related to the acceleration of deferred costs from the original executions of these transactions.

(2) Includes the impact of related profit commissions.

(3) Represents the profit commission from the Single Premium QSR Program, 2022 QSR Agreement and 2023 QSR Agreement, excluding the impact of Single Premium Policy cancellations.

(4) Calculated by dividing annualized direct premiums earned, excluding revenue from cancellations, by average primary IIF.

(5) Calculated by dividing annualized direct premiums earned, by average primary IIF.

(6) Calculated by dividing annualized net premiums earned by average primary IIF. The calculation for all periods presented incorporates the impact of profit commission adjustments related to our reinsurance programs.

(7) The average of beginning and ending balances of primary IIF, for each period presented.

The level of mortgage prepayments affects the revenue ultimately produced by our mortgage insurance business and is influenced by the mix of business we write. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors Affecting Our Results—Mortgage Insurance—IIF and Related Drivers" in our 2023 Form 10-K for more information.

The following table provides information related to the impact of our reinsurance transactions on premiums earned. See Note 8 of Notes to Unaudited Condensed Consolidated Financial Statements for more information about our reinsurance programs.

Ceded premiums earned

(\$ in thousands)	Three Months Ended		Six Months Ended	
	June 30, 2024	2023	June 30, 2024	2023
XOL Program				
Mortgage insurance-linked notes ⁽¹⁾	\$ 9,470	\$ 36,683	\$ 19,528	\$ 52,842
Traditional reinsurance	2,169	—	4,533	—
Total XOL Program	11,639	36,683	24,061	52,842
Other QSR Agreements ⁽²⁾	12,686	7,790	24,780	14,638
Single Premium QSR Program	2,275	1,312	4,467	3,382
Total ceded premiums earned ⁽³⁾	\$ 26,600	\$ 45,785	\$ 53,308	\$ 70,862
Percentage of total direct and assumed premiums earned	10.2 %	17.8 %	10.2 %	13.8 %

(1) The three and six months ended June 30, 2023, include the impact of tender offers by Eagle Re 2019-1 Ltd. and Eagle Re 2020-1 Ltd. to purchase the mortgage insurance-linked notes that supported their reinsurance agreements with Radian Guaranty. As a result of these tender offers, Radian Guaranty incurred additional ceded premiums earned during the second quarter of 2023 of \$21 million, consisting of \$16 million related to the cost of tender premiums and associated expenses and \$5 million related to the acceleration of deferred costs from the original executions of these transactions.

(2) Consists primarily of 2022 and 2023 QSR Agreements.

(3) Does not include the benefit from ceding commissions from the reinsurance agreements in our QSR Program, which is primarily included in other operating expenses in our condensed consolidated statements of operations. See Note 8 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Net Investment Income. Higher investment balances and increasing yields from higher interest rates were the primary drivers of the increases in net investment income for the three and six months ended June 30, 2024, as compared to the same periods in 2023.

The following table provides information related to our Mortgage Insurance subsidiaries' investment balances and investment yields for the periods indicated.

Investment balances and yields

(\$ in thousands)	Three Months Ended		Change Favorable (Unfavorable)	Six Months Ended		Change Favorable (Unfavorable)		
	June 30,			June 30,				
	2024	2023		2024	2023			
Investment income	\$ 52,528	\$ 49,871	\$ 2,657	\$ 104,338	\$ 97,680	\$ 6,658		
Investment expenses	(2,426)	(1,801)	(625)	(4,662)	(3,617)	(1,045)		
Net investment income	\$ 50,102	\$ 48,070	\$ 2,032	\$ 99,676	\$ 94,063	\$ 5,613		
Average investments ⁽¹⁾	\$ 5,450,086	\$ 5,316,498	\$ 133,588	\$ 5,411,203	\$ 5,295,685	\$ 115,518		
Average investment yield ⁽²⁾	3.7 %	3.6 %	0.1 %	3.7 %	3.6 %	0.1 %		

(1) The average of the beginning and ending amortized cost, for each period presented, of investments held by our Mortgage Insurance subsidiaries.

(2) Calculated by dividing annualized net investment income by average investments balance.

Expenses

Provision for Losses. The following table details the financial impact of the significant components of our provision for losses for the periods indicated.

Provision for losses

(\$ in thousands, except reserve per new default)	Three Months Ended June 30,		Change Favorable (Unfavorable)	Six Months Ended June 30,		Change Favorable (Unfavorable)
	2024	2023		2024	2023	
Current period defaults ⁽¹⁾	\$ 47,918	\$ 41,223	\$ (6,695)	\$ 100,986	\$ 87,594	\$ (13,392)
Prior period defaults ⁽²⁾	(49,687)	(62,846)	(13,159)	(109,641)	(126,081)	(16,440)
Total provision for losses	\$ (1,769)	\$ (21,623)	\$ (19,854)	\$ (8,655)	\$ (38,487)	\$ (29,832)
Loss ratio ⁽³⁾	(0.8)%	(10.3)%	(9.5) %	(1.8)%	(8.7)%	(6.9) %
Reserve per new default ⁽⁴⁾	\$ 4,315	\$ 4,217	\$ (98)	\$ 4,418	\$ 4,294	\$ (124)

(1) Related to defaulted loans with the most recent default notice dated in the period indicated. For example, if a loan had defaulted in a prior period, but then subsequently cured and later re-defaulted in the current period, the default would be considered a current period default.

(2) Related to defaulted loans with a default notice dated in a period earlier than the period indicated, which have been continuously in default since that time.

(3) Provision for losses as a percentage of net premiums earned. See "Revenues—Net Premiums Earned" above for additional information on the changes in net premiums earned.

(4) Calculated by dividing provision for losses for new defaults, net of reinsurance, by new primary defaults for each period.

Current period new primary defaults increased by 14% and 12% for the three and six months ended June 30, 2024, respectively, compared to the same periods in 2023, as shown below, which is consistent with the natural seasoning of the portfolio given the increase in our IIF in recent years. Our gross Default to Claim Rate assumption for new primary defaults was 8.0% at both June 30, 2024 and 2023, as we continue to closely monitor the trends in Cures and claims paid for our default inventory, while also weighing the risks and uncertainties associated with the current economic environment.

Our provision for losses during the three and six months ended June 30, 2024, and the same periods in 2023, was positively impacted by favorable reserve development on prior period defaults, primarily as a result of more favorable trends in Cures than originally estimated. These Cures have been due primarily to favorable outcomes resulting from positive trends in home price appreciation, which has also contributed to a higher rate of claims that result in no ultimate loss and that are withdrawn by servicers as a result. These favorable observed trends resulted in reductions in our Default to Claim Rate and other reserve adjustments for prior year default notices.

See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements herein for additional information, as well as Notes 1 and 11 of Notes to Consolidated Financial Statements and "Item 1A. Risk Factors" in our 2023 Form 10-K.

Our primary default rate as a percentage of total insured loans at June 30, 2024, was 2.0% compared to 2.2% at December 31, 2023. The following table shows a rollforward of our primary loans in default.

Rollforward of primary loans in default

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Beginning default inventory	20,850	20,748	22,021	21,913
New defaults	11,104	9,775	22,860	20,399
Cures ⁽¹⁾	(11,472)	(10,518)	(24,280)	(22,204)
Claims paid	(185)	(91)	(277)	(171)
Rescissions and Claim Denials ⁽²⁾	(21)	(34)	(48)	(57)
Ending default inventory	20,276	19,880	20,276	19,880

(1) Includes submitted claims that resolved without a claim payment.

(2) Net of any previous Rescissions and Claim Denials that were reinstated during the period. Such reinstated Rescissions and Claim Denials may ultimately result in a paid claim.

The following tables show additional information about our primary loans in default as of the dates indicated.

Primary loans in default - additional information

June 30, 2024						
(\$ in thousands)	Total		Foreclosure Stage		Cure % During the 2nd	
	#	%	Defaulted Loans	#	Quarter	Reserve for Losses
Missed payments						
Three payments or less	10,245	50.5 %		20	41.9 %	\$ 96,422
Four to eleven payments	6,466	31.9		287	29.6	123,529
Twelve payments or more	3,163	15.6		670	16.6	92,451
Pending claims	402	2.0		N/A	27.2	19,557
Total	20,276	100.0 %		977		331,959
LAE						10,025
IBNR						1,729
Total primary reserve ⁽¹⁾						\$ 343,713
December 31, 2023						
(\$ in thousands)	Total		Foreclosure Stage		Cure % During the 4th	
	#	%	Defaulted Loans	#	Quarter	Reserve for Losses
Missed payments						
Three payments or less	11,054	50.2 %		25	36.2 %	\$ 94,856
Four to eleven payments	7,147	32.5		298	27.2	119,330
Twelve payments or more	3,438	15.6		699	17.3	111,141
Pending claims	382	1.7		N/A	30.6	18,908
Total	22,021	100.0 %		1,022		344,235
LAE						10,397
IBNR						1,780
Total primary reserve ⁽¹⁾						\$ 356,412

N/A – Not applicable

(1) Excludes pool and other reserves. See Note 11 of Notes to Unaudited Condensed Financial Statements for additional information.

We develop our Default to Claim Rate estimates based primarily on models that use a variety of loan characteristics to determine the likelihood that a default will reach claim status. Our aggregate weighted average net Default to Claim Rate assumption for our primary loans used in estimating our reserve for losses, which is net of estimated Claim Denials and Rescissions, was 26% and 25% as of June 30, 2024, and December 31, 2023, respectively. See Note 11 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional details about our Default to Claim Rate assumptions.

Although expected claims are included in our reserve for losses, the timing of claims paid is subject to fluctuation from quarter to quarter based on the rate that defaults cure and other factors, including the impact of foreclosure moratoriums (as described in "Item 1. Business—Mortgage Insurance—Defaults and Claims" in our 2023 Form 10-K) that make the timing of paid claims difficult to predict.

The following table shows net claims paid by product and the average claim paid by product for the periods indicated.

Claims paid

(In thousands)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Net claims paid ⁽¹⁾				
Primary	\$ 2,896	\$ 2,353	\$ 5,150	\$ 4,238
Pool and other	21	(329)	6	(350)
Subtotal	2,917	2,024	5,156	3,888
LAE	1,048	1,139	2,196	2,290
Commutations and settlements ⁽²⁾	1,552	—	1,552	—
Total net claims paid	<u>\$ 5,517</u>	<u>\$ 3,163</u>	<u>\$ 8,904</u>	<u>\$ 6,178</u>
Average net primary claim paid ^{(1) (3)}	\$ 36.5	\$ 18.9	\$ 29.0	\$ 20.2
Average direct primary claim paid ^{(3) (4)}	\$ 38.0	\$ 25.3	\$ 29.8	\$ 24.2

(1) Net of reinsurance recoveries.

(2) Includes payments to commute mortgage insurance coverage on certain performing and non-performing loans.

(3) Calculated excluding the impact of: (i) LAE; (ii) commutations and settlements; and (iii) claims resolved without payment, including claims subsequently withdrawn by the servicer.

(4) Before reinsurance recoveries.

For additional information about our reserve for losses, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates" in our 2023 Form 10-K.

Other Operating Expenses. The increase in other operating expenses for the three and six months ended June 30, 2024, as compared to the same periods in 2023, is primarily due to an increase in variable and share-based compensation expense and severance related expense, partially offset by a reduction in general operating expenses related to expense savings actions implemented during the past year, as well as an increase in the benefit from ceding commissions under Radian Guaranty's QSR Program. Share-based compensation expense for the three and six months ended June 30, 2024, includes \$8 million of costs recognized on RSUs granted to retirement eligible grantees during the second quarter of 2024, as compared to \$3 million for the same periods in 2023. Because no further service is required from retirement eligible grantees to satisfy vesting conditions for their awards, we recognize the full compensation costs as of the grant date for retirement eligible grantees. See Note 17 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information about our share-based compensation programs.

The following table shows additional information about Mortgage Insurance other operating expenses, for the periods indicated.

Other operating expenses

(\$ in thousands)	Three Months Ended June 30,		Change Favorable (Unfavorable)	Six Months Ended June 30,		Change Favorable (Unfavorable)
	2024	2023		2024 vs. 2023	2024	
Direct						
Salaries and other base employee expenses	\$ 11,336	\$ 10,523	\$ (813)	\$ 22,193	\$ 22,069	\$ (124)
Variable and share-based incentive compensation	4,853	4,386	(467)	9,810	8,553	(1,257)
Other general operating expenses	6,925	9,923	2,998	14,025	17,645	3,620
Ceding commissions	(5,957)	(4,824)	1,133	(11,601)	(9,452)	2,149
Total direct	17,157	20,008	2,851	34,427	38,815	4,388
Allocated ⁽¹⁾						
Salaries and other base employee expenses	15,713	12,447	(3,266)	28,541	\$ 23,278	(5,263)
Variable and share-based incentive compensation	12,684	9,082	(3,602)	20,645	18,221	(2,424)
Other general operating expenses	14,800	15,553	753	28,520	30,411	1,891
Total allocated	43,197	37,082	(6,115)	77,706	71,910	(5,796)
Total other operating expenses	\$ 60,354	\$ 57,090	\$ (3,264)	\$ 112,133	\$ 110,725	\$ (1,408)
Expense ratio ⁽²⁾	28.5 %	29.6 %	1.1 %	26.8 %	27.6 %	0.8 %

(1) See Note 4 of Notes to Unaudited Condensed Consolidated Financial Statements for more information about our allocation of corporate operating expenses.

(2) Operating expenses (which consist of policy acquisition costs and other operating expenses, as well as allocated corporate operating expenses), expressed as a percentage of net premiums earned. See "Revenues—Net Premiums Earned" above for additional information on the changes in net premiums earned.

Results of Operations—All Other

The following table summarizes our All Other results of operations for the periods indicated.

Summary results of operations - All Other

(In thousands)	Three Months Ended June 30,		Change Favorable (Unfavorable)	Six Months Ended June 30,		Change Favorable (Unfavorable)
	2024	2023		2024 vs. 2023	2024	
	2024	2023	2024 vs. 2023	2024	2023	2024 vs. 2023
Revenues						
Net premiums earned	\$ 2,913	\$ 2,697	\$ 216	\$ 4,771	\$ 4,485	\$ 286
Services revenue	13,064	11,617	1,447	25,557	22,360	3,197
Net investment income	23,664	\$ 15,278	\$ 8,386	43,311	27,738	15,573
Net gains (losses) on investments and other financial instruments	(49)	95	(144)	334	175	159
Other income	130	(1)	131	155	4	151
Total revenues	39,722	29,686	10,036	74,128	54,762	19,366
Expenses						
Provision for losses	24	(9)	33	(124)	(74)	50
Cost of services	9,379	10,114	735	18,553	20,271	1,718
Other operating expenses	31,292	32,905	1,613	62,267	62,648	381
Interest expense	5,107	400	(4,707)	6,545	477	(6,068)
Total expenses	45,802	43,410	(2,326)	87,241	83,322	(3,919)
Adjusted pretax operating income (loss)⁽¹⁾	\$ (6,080)	\$ (13,724)	\$ 7,644	\$ (13,113)	\$ (28,560)	\$ 15,447

(1) Our senior management uses adjusted pretax operating income (loss) as our primary measure to evaluate the fundamental financial performance of each of our business segments. See Note 4 of Notes to Unaudited Condensed Consolidated Financial Statements.

Our All Other results include income from investments held at Radian Group, which have benefited from rising interest rates over the past year as well as from rising balances resulting from distributions by Radian Guaranty.

All Other also includes the financial results of our other immaterial operating segments, comprising our Mortgage Conduit, Title, Real Estate Services and Real Estate Technology businesses.

Liquidity and Capital Resources

Consolidated Cash Flows

The following table summarizes our consolidated cash flows from operating, investing and financing activities.

Summary cash flows - Consolidated

(In thousands)	Six Months Ended June 30,	
	2024	2023
Net cash provided by (used in):		
Operating activities	\$ (156,238)	\$ 189,249
Investing activities	(74,433)	(90,033)
Financing activities	226,390	(93,317)
Increase (decrease) in cash and restricted cash	\$ (4,281)	\$ 5,899

Operating Activities. Our most significant source of operating cash flows is from premiums received from our mortgage insurance policies, while our most significant uses of operating cash flows are typically for our operating expenses and claims

paid on our mortgage insurance policies and taxes. In addition, our operating activities also include Radian Mortgage Capital's purchases, sales and repayments of mortgage loans held for sale, which can fluctuate from period to period. The increase in cash used in operating activities in the six months ended June 30, 2024, as compared to cash provided by operating activities in the same period in 2023, is primarily due to increases in net purchases of mortgage loans held for sale, which increased from \$56 million in the first six months of 2023 to \$428 million for the same period in 2024.

Investing Activities. Net cash used in investing activities decreased slightly for the six months ended June 30, 2024, as compared to the same period in 2023. Cash used in investing activities was primarily from cash provided by operating activities other than net cash used for purchases of mortgage loans held for sale, which were primarily funded by financing activities as described below. Our cash used for investing for the six months ended June 30, 2024, included activities primarily for net purchases of short-term investments and fixed-maturities available for sale.

Financing Activities. For the six months ended June 30, 2024, our primary financing activities impacting cash included: (i) an increase in secured borrowings, primarily related to funding from mortgage loan financing facilities, which increased from \$47 million in the first six months of 2023 to \$398 million for the same period in 2024, and (ii) the issuance and redemption of certain of our senior notes. These net increases were partially offset by: (i) repurchases of our common stock and (ii) payment of dividends. See Notes 12 and 14 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information regarding our borrowings and share repurchases, respectively.

See "Item 1. Financial Statements (Unaudited)—Condensed Consolidated Statements of Cash Flows (Unaudited)" for additional information.

Liquidity Analysis—Holding Company

Radian Group serves as the holding company for our operating subsidiaries and does not have any operations of its own. At June 30, 2024, Radian Group had available, either directly or through unregulated subsidiaries, unrestricted cash and liquid investments of \$1.2 billion. Available liquidity at June 30, 2024, excludes certain additional cash and liquid investments that have been advanced to Radian Group from our subsidiaries to pay for corporate expenses and interest payments. Total liquidity, which includes our undrawn \$275 million unsecured revolving credit facility, as described below, was \$1.5 billion as of June 30, 2024.

During the six months ended June 30, 2024, Radian Group's available liquidity increased by \$198 million, due primarily to \$300 million in ordinary dividends received from Radian Guaranty and the net impact of the issuance of the Senior Notes due 2029 and the redemption of the Senior Notes due 2025, partially offset primarily by payments for dividends and share repurchases, as described below.

In addition to available cash and marketable securities, Radian Group's principal sources of cash to fund future liquidity needs include: (i) payments made to Radian Group by its subsidiaries under expense- and tax-sharing arrangements; (ii) net investment income earned on its cash and marketable securities; and (iii) to the extent available, dividends or other distributions from its subsidiaries.

Radian Group has in place a \$275 million unsecured revolving credit facility with a syndicate of bank lenders. Subject to certain limitations, borrowings under the credit facility may be used for working capital and general corporate purposes, including, without limitation, capital contributions to our insurance and other subsidiaries as well as growth initiatives. At June 30, 2024, the full \$275 million remains undrawn and available under the facility. See Note 12 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information on the unsecured revolving credit facility.

In connection with our Mortgage Conduit business, Radian Mortgage Capital has entered into the Master Repurchase Agreements. As of June 30, 2024, Radian Group has entered into three separate Parent Guarantees to guaranty the obligations under the Master Repurchase Agreements. See Note 12 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information. In addition to financing the acquisition of mortgage loan assets under the Master Repurchase Agreements, Radian Mortgage Capital may fund such purchases directly using capital contributed from Radian Group.

We expect Radian Group's principal liquidity demands for the next 12 months to be: (i) the payment of \$450 million principal amount of our outstanding Senior Notes due 2024; (ii) the payment of corporate expenses, including taxes; (iii) interest payments on our outstanding debt obligations; (iv) the payment of quarterly dividends on our common stock, which are currently \$0.245 per share, and which remain subject to approval by our board of directors and our ongoing assessment of our financial condition and potential needs related to the execution and implementation of our business plans and strategies; (v) the potential continued repurchases of shares of our common stock pursuant to share repurchase authorizations, as described below; and (vi) investments to support our business strategy, including capital contributions to our subsidiaries.

In addition to our ongoing short-term liquidity needs discussed above, our most significant need for liquidity beyond the next 12 months is the repayment of \$1.1 billion aggregate principal amount of our senior debt due in future years. See "Capitalization—Holding Company" below for details of our debt maturity profile.

Radian Group's liquidity demands for the next 12 months or in future periods could also include: (i) early repurchases or redemptions of portions of our debt obligations and (ii) potential payments pursuant to the Parent Guarantees.

For additional information about related risks and uncertainties, see 'Our sources of liquidity may be insufficient to fund our obligations' and "Radian Guaranty may fail to maintain its eligibility status with the GSEs, and the additional capital required to support Radian Guaranty's eligibility could reduce our available liquidity" under "Item 1A. Risk Factors" in our 2023 Form 10-K.

In addition to Radian Group's existing sources of liquidity to fund its obligations, we may decide to seek additional capital, including by incurring additional debt, issuing additional equity, or selling assets, which we may not be able to do on favorable terms, if at all.

Share Repurchases. During the six months ended June 30, 2024, the Company repurchased 3.3 million shares of Radian Group common stock under a program authorized by Radian Group's board of directors, at a total cost of \$100 million, including commissions. See Note 14 of Notes to Unaudited Condensed Consolidated Financial Statements for additional details on our share repurchase programs.

Dividends and Dividend Equivalents. In February 2024, Radian Group's board of directors authorized an increase to the Company's quarterly dividend from \$0.225 to \$0.245 per share. Based on our outstanding shares of common stock, we expect to require approximately \$148 million in the aggregate to pay dividends for the next 12 months, plus an incremental amount for dividend equivalents that will fluctuate based on final shares vested under our performance-based RSU programs. So long as no default or event of default exists under our revolving credit facility or the Parent Guarantees, Radian Group is not subject to any legal or contractual limitations on its ability to pay dividends except those generally applicable to corporations that are incorporated in Delaware. See Note 12 of Notes to Unaudited Condensed Consolidated Financial Statements for additional details. The declaration and payment of future quarterly dividends remains subject to the board of directors' discretion and determination.

Corporate Expenses and Interest Expense. Radian Group has expense-sharing arrangements in place with its principal operating subsidiaries that require those subsidiaries to pay their allocated share of certain holding-company-level expenses, including interest payments on Radian Group's outstanding debt obligations. Corporate expenses and interest expense on Radian Group's debt obligations allocated under these arrangements during the six months ended June 30, 2024, of \$86 million and \$44 million, respectively, were substantially all reimbursed by its subsidiaries. We expect substantially all of our holding company expenses to continue to be reimbursed by our subsidiaries under our expense-sharing arrangements. The expense-sharing arrangements between Radian Group and its mortgage insurance subsidiaries, as amended, have been approved by the Pennsylvania Insurance Department, but such approval may be modified or revoked at any time.

Taxes. Pursuant to our tax-sharing agreements, our operating subsidiaries pay Radian Group an amount equal to any federal income tax the subsidiary would have paid on a standalone basis if they were not part of our consolidated tax return. As a result, from time to time, under the provisions of our tax-sharing agreements, Radian Group may pay to or receive from its operating subsidiaries amounts that differ from Radian Group's consolidated federal tax payment obligation. Radian Group received \$8 million of tax-sharing agreement payments from its subsidiaries during the six months ended June 30, 2024.

Capitalization—Holding Company

The following table presents our holding company capital structure.

Capital structure

(In thousands, except per-share amounts and ratios)	June 30, 2024	December 31, 2023
Debt		
Senior Notes due 2024	\$ 450,000	\$ 450,000
Senior Notes due 2025	—	525,000
Senior Notes due 2027	450,000	450,000
Senior Notes due 2029	625,000	—
Deferred debt costs on senior notes	(11,218)	(7,219)
Revolving credit facility	—	—
Total	1,513,782	1,417,781
Stockholders' equity	4,482,319	4,397,805
Total capitalization	\$ 5,996,101	\$ 5,815,586
Holding company debt-to-capital ratio ⁽¹⁾	25.2 %	24.4 %
Shares outstanding	151,148	153,179
Book value per share	\$ 29.66	\$ 28.71

(1) Calculated as carrying value of senior notes, which were issued and are owed by our holding company, divided by carrying value of senior notes and stockholders' equity. This holding company ratio does not include the effects of amounts owed by our subsidiaries related to secured borrowings.

Stockholders' equity increased by \$85 million from December 31, 2023, to June 30, 2024. The net increase in stockholders' equity for the six months ended June 30, 2024, resulted primarily from our net income of \$304 million, partially offset by: (i) share repurchases of \$100 million, excluding related excise taxes due; (ii) dividend and dividend equivalents of \$78 million; and (iii) a net increase in unrealized losses on investment securities of \$46 million as a result of increases in market interest rates during the period. As of June 30, 2024, we did not expect to realize a loss for our investments in an unrealized loss position given our intent and ability to hold these investment securities until recovery of their amortized cost basis.

The increase in book value per share from \$28.71 at December 31, 2023, to \$29.66 at June 30, 2024, is primarily due to an increase of \$1.99 per share attributable to our net income for the six months ended June 30, 2024, partially offset primarily by: (i) a decrease of \$0.51 per share attributable to dividends and dividend equivalents and (ii) a decrease of \$0.30 per share due to a net increase in unrealized losses in our available for sale securities, recorded in accumulated other comprehensive income.

We regularly evaluate opportunities, based on market conditions, to finance our operations by accessing the capital markets or entering into other types of financing arrangements with institutional and other lenders. We also regularly consider various measures to improve our capital and liquidity positions, as well as to strengthen our balance sheet, improve Radian Group's debt maturity profile and maintain adequate liquidity for our operations. Among other things, these measures may include borrowing agreements or arrangements, such as securities or other master repurchase agreements and revolving credit facilities.

In the past we have repurchased or exchanged, prior to maturity, some of our outstanding debt, and in the future, we may from time to time seek to redeem, repurchase or exchange for other securities, or otherwise restructure or refinance some or all of our outstanding debt prior to maturity in the open market through other public or private transactions, including pursuant to one or more tender offers or through any combination of the foregoing, as circumstances may allow. The timing or amount of any potential transactions will depend on a number of factors, including market opportunities and our views regarding our capital and liquidity positions and potential future needs. There can be no assurance that any such transactions will be completed on favorable terms, or at all.

Mortgage Insurance

Historically, one of the primary demands for liquidity in our Mortgage Insurance business is the payment of claims, net of reinsurance, including from commutations and settlements. See Note 11 of Notes to Unaudited Condensed Consolidated

Financial Statements for information on our mortgage insurance reserve for losses and LAE, which represents our best estimate for the costs of settling future claims on currently defaulted mortgage loans.

Other principal demands for liquidity in our Mortgage Insurance business are expected to include: (i) expenses (including those allocated from Radian Group); (ii) repayments of FHLB advances; (iii) distributions from Radian Guaranty to Radian Group, including returns of capital or recurring ordinary dividends, as discussed below; and (iv) taxes, including potential additional purchases of U.S. Mortgage Guaranty Tax and Loss Bonds. See Notes 10 and 16 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information related to these non-interest-bearing instruments.

The principal sources of liquidity in our Mortgage Insurance business currently include insurance premiums, net investment income and cash flows from: (i) investment sales and maturities; (ii) FHLB advances; and (iii) if necessary, capital contributions from Radian Group. We believe that the operating cash flows generated by each of our mortgage insurance subsidiaries will provide these subsidiaries with the funds necessary to satisfy their needs for the foreseeable future.

As of June 30, 2024, Radian Guaranty maintained claims paying resources of \$6.1 billion on a statutory basis, which consist of contingency reserves, statutory policyholders' surplus, premiums received but not yet earned and loss reserves. In addition, our reinsurance programs are designed to provide additional claims-paying resources during times of economic stress and elevated losses. See Note 8 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Radian Guaranty's Risk-to-capital as of June 30, 2024, was 10.3 to 1. Radian Guaranty is not expected to need additional capital to satisfy state insurance regulatory requirements. At June 30, 2024, Radian Guaranty had statutory policyholders' surplus of \$686 million. This balance includes an \$838 million benefit from U.S. Mortgage Guaranty Tax and Loss Bonds issued by the U.S. Department of the Treasury, which mortgage guaranty insurers such as Radian Guaranty may purchase in order to be eligible for a tax deduction, subject to certain limitations, related to amounts required to be set aside in statutory contingency reserves. See Note 16 of Notes to Consolidated Financial Statements and "Item 1A. Risk Factors" in our 2023 Form 10-K for more information.

Radian Guaranty currently is an approved mortgage insurer under the PMIERs. Private mortgage insurers, including Radian Guaranty, are required to comply with the PMIERs to remain approved insurers of loans purchased by the GSEs. At June 30, 2024, Radian Guaranty's Available Assets under the PMIERs financial requirements totaled \$6.0 billion, resulting in a PMIERs Cushion of \$2.2 billion, or 59%, over its Minimum Required Assets. Those amounts compare to Available Assets of \$5.9 billion and a PMIERs cushion of \$2.3 billion, or 62%, at December 31, 2023.

Despite holding assets above the minimum statutory capital thresholds and PMIERs financial requirements, the ability of Radian's mortgage insurance subsidiaries to pay dividends on their common stock is restricted by certain provisions of the insurance laws of Pennsylvania, their state of domicile. Under Pennsylvania's insurance laws, ordinary dividends and other distributions may only be paid out of an insurer's positive unassigned surplus unless the Pennsylvania Insurance Department approves the payment of dividends or other distributions from another source. Radian Guaranty paid ordinary dividends to Radian Group of \$100 million in the first quarter of 2024 and \$200 million in the second quarter of 2024 and expects to maintain the ability to pay additional ordinary dividends during the remainder of 2024. See Note 16 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional information on our statutory dividend restrictions and contingency reserve requirements.

Radian Guaranty is a member of the FHLB. As a member, it may borrow from the FHLB, subject to certain conditions, which include requirements to post collateral and to maintain a minimum investment in FHLB stock. Advances from the FHLB may be used to provide low-cost, supplemental liquidity for various purposes, including to fund incremental investments. Radian's current strategy includes using FHLB advances as financing for general cash management and liquidity purposes. As of June 30, 2024, there were \$63 million of FHLB advances outstanding. See Note 12 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

All Other

Additional capital support may also be required for potential investments in our other business initiatives to support our strategy of growing our businesses. During the six months ended June 30, 2024, Radian Group made \$47 million of additional equity contributions to support our Title, Real Estate Services and Real Estate Technology businesses. During that same period, Radian Group also made \$15 million of additional equity contributions to support our Mortgage Conduit business.

In the event the cash flows from operations of our All Other businesses continue to be insufficient to fund all of their needs, Radian Group may continue to provide additional funds in the form of additional capital contributions or other support. See "*Investments to grow our existing businesses, pursue new lines of business or new products and services within existing lines of business subject us to additional risks and uncertainties*" under "Item 1A. Risk Factors" in our 2023 Form 10-K for additional information.

Ratings

Ratings independently assigned by third-party statistical rating organizations often are considered in assessing our credit strength and the financial strength of our primary insurance subsidiaries. Radian Group, Radian Guaranty and Radian Title Insurance are currently assigned the financial strength ratings set forth in the chart below, which are provided for informational purposes only and are subject to change. See *"The current financial strength ratings assigned to our mortgage insurance subsidiaries could weaken our competitive position and potential downgrades by rating agencies to these ratings and the ratings assigned to Radian Group could adversely affect the Company"* under "Item 1A. Risk Factors" in our 2023 Form 10-K.

Ratings

Subsidiary	Demotech, Inc.	Fitch ⁽¹⁾	Moody's ⁽¹⁾	S&P ⁽¹⁾
Radian Group	N/A	BBB-	Baa3	BBB-
Radian Guaranty	N/A	A-	A3	A-
Radian Title Insurance	A	N/A	N/A	N/A

(1) On April 12, 2024, Fitch Ratings ("Fitch") revised the outlook to Positive from Stable for both Radian Group and Radian Guaranty. Moody's Investors Service ("Moody's") and S&P Global Ratings ("S&P") each currently rate the outlook for both Radian Group and Radian Guaranty as Stable.

Critical Accounting Estimates

As of the filing date of this report, there were no significant changes in our critical accounting estimates from those discussed in our 2023 Form 10-K. See Note 2 of Notes to Unaudited Condensed Consolidated Financial Statements for accounting pronouncements issued but not yet adopted that may impact the Company's consolidated financial position, earnings, cash flows or disclosures.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk represents the potential for loss due to adverse changes in the value of financial instruments as a result of changes in market conditions. Examples of market risk include changes in interest rates, credit spreads, foreign currency exchange rates and equity prices. We regularly analyze our exposure to interest rate risk and credit spread risk and have determined that the fair value of our investments is materially exposed to changes in both interest rates and credit spreads. See *"Our success depends, in part, on our ability to manage risks in our investment portfolio"* under "Item 1A. Risk Factors" in our 2023 Form 10-K.

Mortgage loans held for sale increased from \$33 million at December 31, 2023, to \$458 million at June 30, 2024. See Note 7 of Notes to Unaudited Condensed Consolidated Financial Statements for more information on our mortgage loans held for sale. Other than the higher balances of mortgage loans held for sale, our market risk exposures at June 30, 2024, which primarily relate to interest rate risk, have not materially changed from those identified in our 2023 Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Our management, including our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of June 30, 2024, pursuant to Rule 15d-15(b) under the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that the information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

Changes in Internal Control Over Financial Reporting

During the three-month period ended June 30, 2024, there has been no change in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

We are routinely involved in a number of legal actions and proceedings, including reviews, audits, inquiries, information-gathering requests and investigations by various regulatory entities, as well as litigation and other disputes arising in the ordinary course of our business. See Note 13 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information regarding legal actions and proceedings.

Item 1A. Risk Factors

There have been no material changes to our risk factors from those previously disclosed in our 2023 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

During the three months ended June 30, 2024, no equity securities of Radian Group were sold that were not registered under the Securities Act.

Issuer Purchases of Equity Securities

The following table provides information about purchases of Radian Group common stock by us (and our affiliated purchasers) during the three months ended June 30, 2024.

Share repurchase program

(\$ in thousands, except per-share amounts)	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs ⁽²⁾
Period				
4/1/2024 to 4/30/2024	935,868	\$ 32.11	934,460	\$ 86,739
5/1/2024 to 5/31/2024	1,260,722	31.35	638,888	666,739
6/1/2024 to 6/30/2024	27,211	31.33	—	666,739
Total	2,223,801		1,573,348	

(1) Includes 650,453 shares tendered by employees as payment of taxes withheld on the vesting of certain restricted stock awards granted under the Company's equity compensation plans.

(2) In January 2023, Radian Group's board of directors approved a share repurchase program authorizing the Company to spend up to \$300 million, excluding commissions, to repurchase Radian Group common stock in the open market or in privately negotiated transactions, based on market and business conditions, stock price and other factors. In May 2024, Radian Group's board of directors approved an extension of the duration of this program to June 2026, as well as a \$600 million increase in authorization for this program, bringing the total authorization to repurchase shares up to \$900 million, excluding commissions. During the three months ended June 30, 2024, the Company purchased 1.6 million shares at an average price of \$31.79, including commissions. See Note 14 of Notes to Unaudited Condensed Consolidated Financial Statements for additional details on our share repurchase program.

Limitations on Payment of Dividends

Radian Group is not subject to any legal or contractual limitations on its ability to pay dividends except as described below. The Company is subject to dividend limitations generally applicable to corporations that are incorporated in Delaware. In addition, pursuant to Radian Group's revolving credit facility and the Parent Guarantees, Radian Group is permitted to pay dividends so long as no event of default exists and the Company is in pro forma compliance with the applicable financial covenants in the agreements on the date a dividend is declared. See Note 12 of Notes to Consolidated Financial Statements in our 2023 Form 10-K for additional details.

Item 5. Other Information

None of the directors or officers (as defined in Rule 16a-1(f) promulgated under the Exchange Act) of the Company adopted or terminated any Rule 10b5-1 trading arrangement or any non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K) during the period covered by this Report.

Item 6. Exhibits

Exhibit Number	Exhibit
10.1*+	Form of Executive Officer 2024 Performance-Based Restricted Stock Unit Grant Agreement (book value) under the Radian Group Inc. Equity Compensation Plan
10.2*+	2024 Performance-Based Restricted Stock Unit Grant Agreement (book value) under the Radian Group Inc. Equity Compensation Plan between the Registrant and Richard G. Thornberry
10.3*+	Form of Executive Officer 2024 Time-Based Restricted Stock Unit Grant Agreement under the Radian Group Inc. Equity Compensation Plan
10.4*+	2024 Time-Based Restricted Stock Unit Grant Agreement (book value) under the Radian Group Inc. Equity Compensation Plan between the Registrant and Richard G. Thornberry
10.5	Amendment No. 3 to Master Repurchase Agreement, dated April 24, 2024, between Radian Mortgage Capital LLC, Radian Group Inc. and Bank of Montreal including a fully conformed copy of the amended Master Repurchase Agreement as Exhibit A (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K (file no. 1-11356) dated April 24, 2024, and filed on April 29, 2024)
10.6	Amendment No. 4 to Master Repurchase Agreement, dated as of May 31, 2024, by and among Goldman Sachs Bank USA, Radian Liberty Funding LLC and Radian Mortgage Capital LLC (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K (file no. 1-11356) dated May 31, 2024, and filed on June 4, 2024)
10.7	Reaffirmation, dated as of May 31, 2024, executed by Radian Mortgage Capital LLC (incorporated by reference to Exhibit 10.2 of the Registrant's Current Report on Form 8-K (file no. 1-11356) dated May 31, 2024, and filed on June 4, 2024)
10.8***	Transition, Separation and Release Agreement, entered into as of July 13, 2024, between Brien J. McMahon and Radian Group Inc. (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K (file no. 1-11356) dated July 13, 2024, and filed on July 18, 2024).
31*	Rule 13a - 14(a) Certifications
32**	Section 1350 Certifications
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101.INS)

* Filed herewith.

** Furnished herewith.

*** Exhibit C to this exhibit has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of the omitted exhibit to the SEC upon its request.

+ Management contract, compensatory plan or arrangement

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Radian Group Inc.

Date: August 2, 2024

/s/ SUMITA PANDIT

Sumita Pandit

Senior Executive Vice President, Chief Financial Officer

Date: August 2, 2024

/s/ ROBERT J. QUIGLEY

Robert J. Quigley

Executive Vice President, Controller and Chief Accounting Officer

**RADIAN GROUP INC.
2021 EQUITY COMPENSATION PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(LTI BOOK VALUE WITH RELATIVE TSR MODIFIER)**

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are part of the Performance-Based Restricted Stock Unit Grant made as of May 22, 2024 (the "**Grant Date**"), by Radian Group Inc., a Delaware corporation (the "**Company**"), to #ParticipantName#, an employee of the Company (the "**Grantee**").

RECITALS

WHEREAS, the Radian Group Inc. 2021 Equity Compensation Plan (the "**Plan**") permits the grant of Restricted Stock Units in accordance with the terms and provisions of the Plan;

WHEREAS, the Company desires to grant Restricted Stock Units to the Grantee, and the Grantee desires to accept such Restricted Stock Units, on the terms and conditions set forth herein and in the Plan;

WHEREAS, the Restricted Stock Units granted pursuant to these Terms and Conditions shall vest based on the attainment of LTI Performance (as defined below) and continued employment; and

WHEREAS, the applicable provisions of the Plan are incorporated into these Terms and Conditions by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- **1. Grant of Performance-Based Restricted Stock Units.** The Company hereby awards to the Grantee #QuantityGranted# Restricted Stock Units (hereinafter, the "**Target Award**"), subject to the vesting and other conditions of these Terms and Conditions. Payment of the Restricted Stock Units will be based on performance against the metrics set forth in Schedule A (the "**LTI Performance**") and, except as otherwise provided herein, continued employment.
- **2. Vesting.**
 - (a) **General Vesting Terms.** Except as set forth in Sections 2(d) and 2(e) below, the Grantee shall vest in a number of Restricted Stock Units with respect to the Target Award based on the LTI Performance as of the end of the performance period, provided that, except as set forth in Sections 2(b) and 2(c) below, the Grantee remains employed by the

Company or a Subsidiary through May 15, 2027 (the **Vesting Date**). The performance period is the period beginning on April 1, 2024 and ending on March 31, 2027 (the **Performance Period**). Except as specifically provided below in this Section 2, no Restricted Stock Units will vest for any reason prior to the Vesting Date, and in the event of a termination of the Grantee's employment prior to the Vesting Date, the Grantee will forfeit to the Company all Restricted Stock Units that have not yet vested as of the termination date. Except as provided in Sections 2(d) and 2(e) below, any Restricted Stock Units that have not vested at the end of the Performance Period will be immediately forfeited.

- (b) **Retirement.**

- (i) If the Grantee terminates employment prior to the Vesting Date on account of the Grantee's Retirement, the Grantee will not forfeit the Restricted Stock Units upon Retirement, and the Restricted Stock Units will vest on the Vesting Date based on the LTI Performance through the end of the Performance Period, except as provided in Sections 2(d) and 2(e) below.

- (ii) For purposes of these Terms and Conditions, **Retirement**" shall mean the Grantee's separation from service from the Company and its Subsidiaries, other than on account of Cause (as defined below), death or Disability (as defined below), (A) following the Grantee's attainment of age 65 and completion of five years of service with the Company or a Subsidiary, or (B) following the Grantee's attainment of age 55 and completion of 10 years of service with the Company or a Subsidiary.

- (iii) For purposes of these Terms and Conditions, **Cause**" shall mean the Grantee's (A) indictment for, conviction of, or pleading nolo contendere to, a felony or a crime involving fraud, misrepresentation, or moral turpitude (excluding traffic offenses other than traffic offenses involving the use of alcohol or illegal substances), (B) fraud, dishonesty, theft, or misappropriation of funds in connection with the Grantee's duties with the Company and its Subsidiaries, (C) material violation of the Company's Code of Conduct or employment policies, as in effect from time to time, (D) gross negligence or willful misconduct in the performance of the Grantee's duties with the Company and its Subsidiaries, or (E) a breach of any written confidentiality, nonsolicitation, or noncompetition covenant with the Company or an Affiliate, in each case as determined in the sole discretion of the Committee. In the event that the Committee determines that the Grantee engaged in any of the foregoing activities that are grounds for termination for Cause at any time, the Committee may determine that the Grantee's termination of employment was a termination for Cause, even if not so designated at the date of termination.

- (c) **Involuntary Termination.**

- (i) Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the period beginning six months after the Grant Date and ending six months prior to the Vesting Date, then on the Vesting Date the Grantee will vest in a number of Restricted Stock Units with respect to the Pro-Rata Target Award (as defined

below), based on the LTI Performance through the end of the Performance Period. For purposes of these Terms and Conditions, “**Pro-Rata Target Award**” shall mean a pro-rated portion of the Restricted Stock Units, which shall be determined by multiplying the number of Restricted Stock Units in the Target Award by a fraction, the numerator of which is the number of months that elapsed during the period beginning on the Grant Date and ending on the Grantee’s termination date (with a partial month counting as a whole month for this purpose), and the denominator of which is 36. Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the six-month period following the Grant Date, the Grantee’s Restricted Stock Units will be forfeited.

▪ (ii) Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the six-month period immediately prior to the Vesting Date, the Grantee’s Restricted Stock Units will vest on the Vesting Date without proration, based on the LTI Performance through the end of the Performance Period.

▪ (iii) For purposes of these Terms and Conditions, the term **Involuntary Termination**” shall mean the Grantee’s separation from service from the Company and its Subsidiaries on account of a termination by the Company or a Subsidiary without Cause, other than on account of Retirement, death or Disability, provided the Grantee signs and does not revoke a release and waiver of claims in favor of the Company and its Affiliates in a form provided by the Company or Subsidiary, as applicable. A termination by the Grantee for Good Reason under the Grantee’s executive severance agreement shall be deemed to be an Involuntary Termination. For purposes of these Terms and Conditions, “**Good Reason**” shall have the meaning assigned to it in the Grantee’s executive severance agreement.

◦ (d) **Death or Disability.** In the event of the Grantee’s death or Disability while employed by the Company or a Subsidiary prior to the Vesting Date, the Grantee’s Restricted Stock Units will automatically vest at the Target Award level (or, if a Change of Control has occurred, at the CoC Performance Level (as described in Section 6 of Schedule A)) on the date of the Grantee’s death or Disability, as applicable. If, following the Grantee’s termination of employment due to Retirement, or due to Involuntary Termination after the six month period following the Grant Date, the Grantee dies prior to the Vesting Date, the Grantee’s Restricted Stock Units will automatically vest at the Target Award level (or, if a Change of Control has occurred, at the CoC Performance Level) on the date of the Grantee’s death; provided that if the termination of employment was due to Involuntary Termination during the period beginning six months after the Grant Date and ending six months prior to the Vesting Date, the Grantee’s Restricted Stock Units will automatically vest at the Pro-Rata Target Award level (or, if a Change of Control has occurred, the Pro-Rata Target Award will vest at the CoC Performance Level) on the date of the Grantee’s death. For purposes of these Terms and Conditions, the term “**Disability**” shall mean a physical or mental impairment of sufficient severity that the Grantee is both eligible for and in receipt of benefits under the long-term disability program maintained by the Company or a Subsidiary, as applicable, and that meets the requirements of a disability under section 409A of the Code, provided that the Grantee completes 30 days of active service with the Company at any time after the Grant Date and prior to the Vesting Date. The date of Disability for purposes of these Terms and Conditions is the date on

which the Grantee commences to receive such long-term disability benefits. In the event that the Grantee is not in active service on the Grant Date (for example, on account of short-term disability) and the Grantee does not return to the Company and complete 30 days of active service with the Company prior to the Vesting Date, the award will be forfeited.

- (e) **Change of Control.**

- (i) If a Change of Control occurs prior to the Vesting Date, the Restricted Stock Units will vest at the CoC Performance Level on the Vesting Date, provided that, except as set forth in subsections (ii) and (iii) below, the Grantee remains employed by the Company or a Subsidiary through the Vesting Date.

- (ii) If, prior to the Vesting Date, a Change of Control occurs and the Grantee's employment is terminated by the Company or a Subsidiary without Cause, or the Grantee terminates employment for Good Reason, and the Grantee's date of termination of employment (or in the event of the Grantee's termination for Good Reason, the event giving rise to Good Reason) occurs during the period beginning on the date that is 90 days before the Change of Control and ending on the date that is one year following the Change of Control, the unvested Restricted Stock Units will automatically vest at the CoC Performance Level as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control). If the Grantee's employment terminates on account of an Involuntary Termination as described in Section 2(c) (other than an Involuntary Termination within six months following the Grant Date) more than 90 days before the Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, then on the date of the Change of Control, the Grantee will vest in a Pro-Rata Target Award based on performance at the CoC Performance Level on the date of the Change of Control; provided that if Section 2(c)(ii) applies, the Grantee will vest in the Restricted Stock Units at the CoC Performance Level and no pro-rata will apply.

- (iii) If the Grantee's employment terminates on account of Retirement before a Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, the outstanding Restricted Stock Units will vest on the date of the Change of Control at the CoC Performance Level. If the Grantee's employment terminates on account of Retirement on or after a Change of Control, the Restricted Stock Units will vest at the CoC Performance Level on the Grantee's Retirement date.

- (f) **Cause.** Notwithstanding anything in these Terms and Conditions to the contrary, in the event the Grantee's employment is terminated by the Company or a Subsidiary for Cause, all outstanding Restricted Stock Units held by the Grantee shall immediately terminate and be of no further force or effect.

- (g) **Other Termination.** Except as provided in Sections 2(b), 2(c), 2(d) and 2(e), in the event of a termination of employment, the Grantee will forfeit all unvested Restricted Stock Units. Except as provided in Section 2(b), 2(c) or 2(e), no Restricted Stock Units will vest after the Grantee's employment with the Company or a Subsidiary has terminated for any reason.

- **3. Restricted Stock Units Account.**

The Company shall establish a bookkeeping account on its records for the Grantee and shall credit the Grantee's Restricted Stock Units to the bookkeeping account.

- **4. Dividend Equivalents.**

Dividend equivalents shall accrue with respect to the Grantee's Restricted Stock Units and shall be payable after vesting of the underlying Restricted Stock Units, as described below. Dividend equivalents shall be credited on the Restricted Stock Units as of the dividend record date with respect to shares of Common Stock from the Grant Date until the payment date for the Restricted Stock Units. The Company will keep records of dividend equivalents in a non-interest bearing bookkeeping account for the Grantee. No interest will be credited to any such account. Accrued dividend equivalents on vested Restricted Stock Units shall be paid in cash within 90 days after the Vesting Date or, if earlier, on the payment date for the Restricted Stock Units under Section 5(b). Any dividend equivalents that accrue with respect to vested Restricted Stock Units during the period after the Vesting Date and before the date on which the Restricted Stock Units are paid as described in Section 5 shall be paid in cash upon the payment date for the applicable dividend on shares of Common Stock. If and to the extent that the underlying Restricted Stock Units are forfeited, all related dividend equivalents shall also be forfeited. For the avoidance of doubt, if the Grantee elects to defer payment of the Restricted Stock Units under a Company deferred compensation plan, the payment date for accrued dividend equivalents will be determined based on the terms of the applicable deferred compensation plan.

- **5. Conversion of Restricted Stock Units.**

◦ (a) Except as otherwise provided in this Section 5, if the Restricted Stock Units vest in accordance with these Terms and Conditions, the Grantee shall be entitled to receive payment of the vested Restricted Stock Units within 90 days after the one-year anniversary of the Vesting Date (the one-year anniversary of the Vesting Date is referred to as the **"Distribution Date"**).

◦ (b) The vested Restricted Stock Units shall be paid earlier than the Distribution Date in the following circumstances:

▪ (i) If (A) the Restricted Stock Units vest in accordance with Section 2(d) (the Grantee's death or Disability), or (B) the Grantee dies or incurs a Disability after the Vesting Date but before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death or Disability, as applicable.

▪ (ii) If the Grantee's employment terminates in accordance with Section 2(e)(ii) or 2(e)(iii) and a Change of Control subsequently occurs before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Change of Control.

▪ (iii) If the Grantee's employment terminates in accordance with Section 2(e)(ii) or 2(e)(iii) upon or after a Change of Control that occurs before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the Grantee's separation from service with the Company and its Subsidiaries.

▪ (iv) Notwithstanding subsections (ii) and (iii), if the Change of Control is not a "change in control event" under section 409A of the Code, and if required by section 409A of the Code, payment will not be made on the dates described in subsections (ii) and (iii) and, instead, will be made within 90 days after the Distribution Date. In addition, if required by section 409A of the Code, if the separation from service described in subsection (iii) does not occur within two years after a Change of Control that is a "change in control event" under section 409A of the Code, payment will instead be made within 90 days after the Distribution Date.

◦ (c) On the applicable payment date, each vested Restricted Stock Unit credited to the Grantee's account shall be settled in whole shares of Common Stock of the Company equal to the number of vested Restricted Stock Units, subject to (i) the limitation of subsection (d) below, (ii) compliance with the six-month delay described in Section 17 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 13 below, and subject to compliance with the restrictive covenants in Section 7 below. The obligation of the Company to distribute shares shall be subject to the rights of the Company as set forth in the Plan and to all applicable laws, rules, regulations, and such approvals by governmental agencies as may be deemed appropriate by the Committee, including as set forth in Section 15 below.

◦ (d) For the avoidance of doubt, the Grantee will forfeit all Restricted Stock Units if the Grantee's employment is terminated for Cause prior to the Distribution Date or other applicable payment date under this Section 5.

◦ (e) Notwithstanding the foregoing, if the Grantee elects to defer payment of the Restricted Stock Units under the Company's applicable deferred compensation plan, payment shall be made in the form and at the time specified under such plan.

• **6. Certain Corporate Changes.**

If any change is made to the Common Stock (whether by reason of merger, consolidation, reorganization, recapitalization, stock dividend, stock split, combination of shares, or exchange of shares or any other change in capital structure made without receipt of consideration), then unless such event or change results in the termination of all the Restricted Stock Units granted under these Terms and Conditions, the Committee shall adjust, as provided in the Plan, the number and class of shares underlying the Restricted Stock Units held by the Grantee, the maximum number of shares for which the Restricted Stock Units may vest, the share price or class of Common Stock for purposes of the applicable performance goals, in each case, as appropriate to reflect the effect of such event or change in the Company's capital structure in such a way as to preserve the value of the Restricted Stock Units. Any adjustment that occurs

under the terms of this Section 6 or the Plan will not change the timing or form of payment with respect to any Restricted Stock Units except in accordance with section 409A of the Code.

• **7. Restrictive Covenants.**

◦ (a) The Grantee acknowledges and agrees that, during and after the Grantee's employment with the Company or any of its Affiliates, the Grantee will be subject to, and will comply with, the applicable confidentiality and other terms specified in the Company's Code of Conduct and Ethics, including terms applicable to former employees. A copy of the Code of Conduct and Ethics has been provided to the Grantee and can be accessed on the Company's intranet. The Code of Conduct and Ethics, including any future revisions to the Code of Conduct and Ethics, are incorporated into and made a part of these Terms and Conditions as if fully set forth herein.

◦ (b) The Grantee acknowledges that the Grantee's relationship with the Company and its Affiliates is one of confidence and trust such that the Grantee is, and may in the future be, privy to and/or the Grantee will develop Confidential Information and Trade Secrets of the Company or any of its Affiliates. Subject to the provisions of subsection (j), the Grantee agrees that, at all times during the Grantee's employment and after the Grantee's employment with the Company or any of its Affiliates terminates for any reason, whether by the Grantee or by the Company or any of its Affiliates, the Grantee will hold in strictest confidence and will not disclose, use, or publish any Confidential Information and Trade Secrets, except as and only to the extent such disclosure, use, or publication is required during the Grantee's employment with the Company or any of its Affiliates for the Grantee to fulfill the Grantee's job duties and responsibilities to the Company or any of its Affiliates. At all times during the Grantee's employment and after the Grantee's termination of employment, the Grantee agrees that the Grantee shall take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information and Trade Secrets. The Grantee hereby assigns to the Company any rights the Grantee may have or acquire in Confidential Information and Trade Secrets, whether developed by the Grantee or others, and the Grantee acknowledges and agrees that all Confidential Information and Trade Secrets shall be the sole property of the Company and its assigns. For purposes of these Terms and Conditions, "**Confidential Information and Trade Secrets**" shall mean information that the Company or any of its Affiliates owns or possesses, that the Company or any of its Affiliates have developed at significant expense and effort, that they use or that is potentially useful in the business of the Company or any of its Affiliates, that the Company or any of its Affiliates treat as proprietary, private, or confidential, and that is not generally known to the public.

◦ (c) The Grantee acknowledges and agrees that, during the Grantee's employment with the Company or any of its Affiliates, and for the 12 month period immediately following the Grantee's termination of employment for any reason, and subject to subsection (l) below (the "**Restricted Period**"), the Grantee will not, without the Company's express written consent, engage (directly or indirectly) in any employment or business activity within the United States (the "**Restricted Territory**") whose primary business involves or is related to providing any mortgage- or real estate-related service or product that, during the Grantee's employment,

the Company or any of its Affiliates provides or is actively engaged in developing through the use of Confidential Information and Trade Secrets; provided however, the foregoing restriction shall only apply to such service or product for which the Grantee has had access to Confidential Information and Trade Secrets or otherwise has had active involvement. The Grantee further agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company, the Restricted Territory is appropriate and reasonable.

◦ Notwithstanding the foregoing, if the Grantee is employed: (i) in Louisiana or Nebraska, the Restricted Territory shall be limited to the geographic scope set forth respectively for Louisiana and Nebraska in Exhibit B of this Agreement; (ii) in California, Minnesota, Oklahoma, or in another jurisdiction where the foregoing restrictions in this subsection (c) may otherwise be prohibited by law, the foregoing restrictions in this subsection (c) shall not apply, and instead the Grantee acknowledges and agrees that during the Grantee's employment with the Company or any of its Affiliates: (A) the Grantee will not engage (directly or indirectly) in any other employment or business activity within the United States whose primary business involves or is related to providing any mortgage-or real estate-related service or product that the Company or any of its Affiliates provides or is actively engaged in developing through the use of Confidential Information and Trade Secrets; provided however, the foregoing restriction shall only apply to such service or product for which the Grantee has had access to Confidential Information and Trade Secrets or otherwise has had active involvement, and (B) the Grantee will not, without the prior written consent of the Company or any of its Affiliates, engage (directly or indirectly) in any other employment or business activity that would tend to create an actual or apparent conflict of interest with the Company or any of its Affiliates, or undermine or interfere with the Grantee's ability to devote the Grantee's best efforts and to fulfill the full-time duties and responsibilities of the Grantee's position with the Company or any of its Affiliates. The Grantee further agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company, a nationwide geographic scope is appropriate and reasonable.

◦ (d) The Grantee acknowledges and agrees that, during the term of the Grantee's employment by the Company or any of its Affiliates and during the Restricted Period, the Grantee shall not, directly or indirectly through others, (i) hire or attempt to hire any employee of the Company or any of its Affiliates, (ii) solicit or attempt to solicit any employee of the Company or any of its Affiliates to become an employee, consultant, or independent contractor to, for, or of any other person or business entity, or (iii) solicit or attempt to solicit any employee, or any consultant or independent contractor of the Company or any of its Affiliates to change or terminate his or her relationship with the Company or any of its Affiliates, unless in each case more than six months shall have elapsed between the last day of such person's employment or service with the Company or any of its Affiliates and the first date of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant, or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Grantee, such hiring or solicitation shall be conclusively presumed to be a violation of these Terms and Conditions; provided, however, that any hiring or solicitation pursuant to a general solicitation conducted by an entity that has hired or agreed to hire the Grantee, or by a headhunter employed by such entity, which does not involve the Grantee, shall not be a violation of this subsection (d).

- Notwithstanding the foregoing, if the Grantee is employed in a jurisdiction where the foregoing restrictions in this subsection (d) may otherwise be prohibited by law, the foregoing restrictions in this subsection (d) shall not apply, and instead the Grantee acknowledges and agrees that during the Grantee's employment with the Company or any of its Affiliates, the Grantee shall not, directly or indirectly through others, solicit, encourage, or attempt to solicit or encourage any Service Provider to terminate or reduce the Service Provider's relationship or business with the Company or any of its Affiliates. For the purpose of these Terms and Conditions, "**Service Provider**" means persons and entities who, during the Grantee's employment with the Company or any of its Affiliates, were employees, consultants, vendors, or independent contractors of the Company or any of its Affiliates.
- (e) The Grantee covenants and agrees that, during the term of the Grantee's employment by the Company or any of its Affiliates and during the Restricted Period, the Grantee shall not, either directly or indirectly through others:
 - (i) solicit, divert, appropriate, or do business with, or attempt to solicit, divert, appropriate, or do business with, any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination or any actively sought prospective customer of the Company or any of its Affiliates for the purpose of providing such customer or actively sought prospective customer with services or products competitive with those offered by the Company or any of its Affiliates during the Grantee's employment with the Company or any of its Affiliates; or
 - (ii) encourage any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination to reduce the level or amount of business such customer conducts with the Company or any of its Affiliates.
 - Notwithstanding the foregoing, if the Grantee is employed: (A) in Louisiana, the foregoing restrictions in this subsection (e) shall be limited to customers or prospective customers located in the parishes, counties, and municipalities set forth in Exhibit B of this Agreement; (B) in Oklahoma, the foregoing restrictions in this subsection (e) shall not apply, and instead the Grantee acknowledges and agrees that during the term of the Grantee's employment by the Company or any of its Affiliates and during the Restricted Period, the Grantee shall not directly (i) solicit, divert, or appropriate, or attempt to solicit, divert, or appropriate any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination, for the purpose of providing such customer with services or products competitive with those offered by the Company or any of its Affiliates during the Grantee's employment with the Company or any of its Affiliates; or (ii) encourage any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination to reduce the level or amount of business such customer conducts with the Company or any of its Affiliates; (C) in California, or in another jurisdiction where the foregoing restrictions in this subsection (e) may otherwise be prohibited by law, the foregoing restrictions in this Subsection (e) shall not apply, and instead the Grantee acknowledges and agrees that as part of the Grantee's obligations under

subsection (b) above, during the Grantee's employment with the Company or any of its Affiliates and after the Grantee's employment with the Company or any of its Affiliates terminates for any reason (whether by the Grantee or by the Company or any of its Affiliates), the Grantee shall not, either directly or indirectly through others, use or disclose any trade secrets included in Confidential Information and Trade Secrets in any effort to solicit, encourage, or attempt to solicit or encourage, any Company Customer to terminate, reduce, or forego that Company's Customer's relationship with the Company or any of its Affiliates. For purposes of these Terms and Conditions, "**Company Customer**" means any person or entity to whom the Company or any of its Affiliates provided goods or services at any time during the Grantee's employment with the Company or any of its Affiliates.

◦ (f) The Grantee acknowledges and agrees that the business of the Company and its Affiliates is highly competitive, that the Confidential Information and Trade Secrets have been developed by the Company or any of its Affiliates at significant expense and effort, and that the restrictions contained in this Section 7 are reasonable and necessary to protect the legitimate business interests of the Company or any of its Affiliates.

◦ (g) The parties to these Terms and Conditions acknowledge and agree that any breach by the Grantee of any of the covenants or agreements contained in this Section 7 will result in irreparable injury to the Company or any of its Affiliates, as the case may be, for which money damages could not adequately compensate such entity. Therefore, the Company or any of its Affiliates shall have the right (in addition to any other rights and remedies which it may have at law or in equity and in addition to the forfeiture requirements set forth in subsection (h) below) to seek to enforce this Section 7 and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company or any of its Affiliates may have for a breach, or threatened breach, of the restrictive covenants set forth in this Section 7. The Grantee agrees that in any action in which the Company or any of its Affiliates seeks injunction, specific performance, or other equitable relief, the Grantee will not assert or contend that any of the provisions of this Section 7 are unreasonable or otherwise unenforceable. Unless otherwise prohibited by applicable law, the Grantee irrevocably and unconditionally (i) agrees that any legal proceeding arising out of these Terms and Conditions shall be brought only in the United States District Court for the District of Delaware, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New Castle County, Delaware, (ii) consents to the sole and exclusive jurisdiction and venue of such court in any such proceeding, and (iii) waives any objection to the laying of venue of any such proceeding in any such court. The Grantee also irrevocably and unconditionally consents to the service of any process, pleadings, notices, or other papers.

◦ (h) The Grantee acknowledges and agrees that in the event the Grantee breaches any of the covenants or agreements contained in this Section 7 or the Grantee's employment is terminated by the Company or an Affiliate for Cause, including a determination by the Committee that the Grantee has engaged in any activity, at any time, that would be grounds for termination of the Grantee's employment for Cause:

- (i) The Committee may in its discretion determine that the Grantee shall forfeit the outstanding Restricted Stock Units (without regard to whether the Restricted Stock Units have vested, except as to the vested shares where forfeiture of vested shares is expressly prohibited by law), and the outstanding Restricted Stock Units shall immediately terminate, and
- (ii) The Committee may in its discretion require the Grantee to return to the Company any shares of Common Stock received in settlement of the Restricted Stock Units; provided, that if the Grantee has disposed of any shares of Common Stock received upon settlement of the Restricted Stock Units, then the Committee may require the Grantee to pay to the Company, in cash, the Fair Market Value of such shares of Common Stock as of the date of disposition. The Committee shall exercise the right of recoupment provided in this subsection (h)(ii) within (x) 180 days after the Committee's discovery of the Grantee's breach of any of the covenants or agreements contained in this Section 7 or (y) within 180 days after the later of (A) the Grantee's termination of employment by the Company or an Affiliate for Cause, or (B) the Committee's discovery of circumstances that, if known to the Committee, would have been grounds for termination for Cause; provided, however, that this right of recoupment shall not limit the Board's recoupment authority under any applicable clawback or recoupment policy of the Board.
- (i) If any portion of the covenants or agreements contained in this Section 7, the specific forfeiture provisions related to vested shares, or the application thereof, is construed to be invalid or unenforceable, the other portions of such covenants or agreements or the application thereof shall not be affected and shall be given full force and effect without regard to the invalid or unenforceable portions to the fullest extent possible. If any covenant or agreement in this Section 7 is held to be unenforceable because of the duration thereof or the scope thereof, then the court making such determination shall have the power to reduce the duration and limit the scope thereof, and the covenant or agreement shall then be enforceable in its reduced form. The covenants and agreements contained in this Section 7 shall survive the termination of the Grantee's employment with the Company or any of its Affiliates and shall survive the termination of these Terms and Conditions.
- (j) Nothing in these Terms and Conditions, including any restrictions on the use of Confidential Information and Trade Secrets, shall prohibit or restrict the Grantee from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory organization or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. Nor do these Terms and Conditions require the Grantee to obtain prior authorization from the Company before engaging in any conduct described in this subsection (j), or to notify the Company that the Grantee has engaged in any such conduct. To the extent permitted by law and except as provided above in

this subsection (j), upon receipt of any subpoena, court order, or other legal process compelling the disclosure of Confidential Information and Trade Secrets, the Grantee agrees to give prompt written notice to the Company so as to permit the Company to protect its interests in confidentiality to the fullest extent possible. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law. Nothing in these Terms and Conditions prevents California or Washington employees from discussing or disclosing information about unlawful acts, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. Moreover, nothing in this Section 7 or these Terms and Conditions generally is intended to limit the exercise of Employee's rights under Section 7 of the National Labor Relations Act ("**NLRA**") including communicating with others regarding Employee's terms and conditions of employment.

◦ (k) Nothing in these Terms and Conditions shall be deemed to constitute the grant of any license or other right to the Grantee in respect of any Confidential Information and Trade Secrets or other data, tangible property, or intellectual property of the Company or any of its Affiliates.

◦ (l) Notwithstanding the foregoing, should the Grantee violate any of the restrictive covenants of these Terms and Conditions, then the period of the Grantee's breach of such covenant ("**Violation Period**") shall stop the running of the corresponding Restricted Period. Once the Grantee resumes compliance with the restrictive covenant, the Restricted Period applicable to such covenant shall be extended for a period equal to the Violation Period so that the Company enjoys the full benefit of the Grantee's compliance with the restrictive covenant for the duration of the corresponding Restricted Period.

◦ (m) In the event of a conflict between the terms of the confidentiality, non-competition or non-solicitation covenants in this Section 7 and a confidentiality, non-competition or non-solicitation covenant in a prior stock option, restricted stock unit or other equity grant agreement between the Grantee and the Company, the confidentiality, non-competition and non-solicitation covenants in this Section 7 shall control as of the Grant Date.

• **8. No Stockholder Rights.**

The Grantee has no voting rights and no other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units, except as otherwise provided in Section 4.

• **9. Retention Rights.**

Neither the award of Restricted Stock Units, nor any other action taken with respect to the Restricted Stock Units, shall confer upon the Grantee any right to continue in the employ or

service of the Company or a Subsidiary or shall interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment or service at any time.

• **10. Cancellation or Amendment.**

This award may be canceled or amended by the Committee, in whole or in part, in accordance with the applicable terms of the Plan.

• **11. Notice.**

Any notice to the Company provided for in these Terms and Conditions shall be addressed to it in care of the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, Pennsylvania 19087, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll system of the Company or a Subsidiary thereof, or to such other address as the Grantee may designate to the Company in writing. Any notice provided for hereunder shall be delivered by hand, sent by telecopy or electronic mail, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage and registry fee prepaid in the United States mail, or other mail delivery service. Notice to the Company shall be deemed effective upon receipt. By receipt of these Terms and Conditions, the Grantee hereby consents to the delivery of information (including without limitation, information required to be delivered to the Grantee pursuant to the applicable securities laws) regarding the Company, the Plan, and the Restricted Stock Units via the Company's electronic mail system or other electronic delivery system.

• **12. Incorporation of Plan by Reference.**

These Terms and Conditions are made pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and shall in all respects be interpreted in accordance therewith. The decisions of the Committee shall be conclusive upon any question arising hereunder. The Grantee's receipt of the Restricted Stock Units awarded under these Terms and Conditions constitutes the Grantee's acknowledgment that all decisions and determinations of the Committee with respect to the Plan, these Terms and Conditions, and/or the Restricted Stock Units shall be final and binding on the Grantee, his or her beneficiaries, and any other person having or claiming an interest in such Restricted Stock Units. The settlement of any award with respect to Restricted Stock Units is subject to the provisions of the Plan and to interpretations, regulations, and determinations concerning the Plan as established from time to time by the Committee in accordance with the provisions of the Plan. A copy of the Plan will be furnished to each Grantee upon request. Additional copies may be obtained from the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, Pennsylvania 19087.

• **13. Income Taxes; Withholding Taxes.**

The Grantee is solely responsible for the satisfaction of all taxes and penalties that may arise in connection with the Restricted Stock Units pursuant to these Terms and Conditions. At the time of taxation, the Company shall have the right to deduct from other compensation or from amounts payable with respect to the Restricted Stock Units, including by withholding

shares of the Company's Common Stock to satisfy the federal (including FICA), state, local and foreign income and payroll tax withholding obligation on amounts payable in shares, in accordance with procedures authorized by the Committee and established by the Company.

• **14. Governing Law.**

Where permissible by applicable law, the validity, construction, interpretation, and effect of this instrument shall exclusively be governed by, and determined in accordance with, the applicable laws of the State of Delaware, excluding any conflicts or choice of law rule or principle.

• **15. Grant Subject to Applicable Laws and Company Policies.**

These Terms and Conditions shall be subject to any required approvals by any governmental or regulatory agencies. This award of Restricted Stock Units shall also be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time in accordance with applicable law. Notwithstanding anything in these Terms and Conditions to the contrary, the Plan, these Terms and Conditions, and the Restricted Stock Units awarded hereunder shall be subject to all applicable laws, including any laws, regulations, restrictions, or governmental guidance that becomes applicable in the event of the Company's participation in any governmental programs, and the Committee reserves the right to modify these Terms and Conditions and the Restricted Stock Units as necessary to conform to any restrictions imposed by any such laws, regulations, restrictions, or governmental guidance or to conform to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time. As a condition of participating in the Plan, and by the Grantee's acceptance of the Restricted Stock Units, the Grantee is deemed to have agreed to any such modifications that may be imposed by the Committee, and agrees to sign such waivers or acknowledgments as the Committee may deem necessary or appropriate with respect to such modifications.

• **16. Assignment.**

These Terms and Conditions shall bind and inure to the benefit of the successors and assignees of the Company. The Grantee may not sell, assign, transfer, pledge, or otherwise dispose of the Restricted Stock Units, except to a Successor Grantee in the event of the Grantee's death.

• **17. Section 409A.**

This award of Restricted Stock Units is intended to be exempt from or comply with the applicable requirements of section 409A of the Code and shall be administered in accordance with section 409A of the Code. Notwithstanding anything in these Terms and Conditions to the contrary, if the Restricted Stock Units constitute "deferred compensation" under section 409A of the Code and the Restricted Stock Units become vested and settled upon the Grantee's termination of employment, payment with respect to the Restricted Stock Units shall be delayed for a period of six months after the Grantee's termination of employment if the Grantee is a

“specified employee” as defined under section 409A of the Code (as determined by the Committee) and if required pursuant to section 409A of the Code. If payment is delayed, the shares of Common Stock of the Company shall be distributed within 30 days of the date that is the six-month anniversary of the Grantee’s termination of employment. If the Grantee dies during the six-month delay, the shares shall be distributed in accordance with the Grantee’s will or under the applicable laws of descent and distribution. Notwithstanding any provision to the contrary herein, payments made with respect to this award of Restricted Stock Units may only be made in a manner and upon an event permitted by section 409A of the Code, and all payments to be made upon a termination of employment hereunder may only be made upon a “separation from service” as defined under section 409A of the Code. To the extent that any provision of these Terms and Conditions would cause a conflict with the requirements of section 409A of the Code, or would cause the administration of the Restricted Stock Units to fail to satisfy the requirements of section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Grantee, directly or indirectly, designate the calendar year of payment. If the Restricted Stock Units constitute “deferred compensation” under section 409A of the Code and payment is subject to the execution of a release of claims in favor of the Company and its Affiliates, and if payment with respect to the Restricted Stock Units that is subject to the execution of the release could be made in more than one taxable year, payment shall be made in the later taxable year.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute and attest this instrument, and the Grantee has placed his or her signature hereon, effective as of the Grant Date set forth above.

RADIAN GROUP INC.

By: /s/ Mary Dickerson

Name: Mary Dickerson

Title: Senior Executive Vice President, Chief People and Operating Officer

By electronically acknowledging and accepting this award of Restricted Stock Units following the date of the Company's electronic notification to the Grantee, the Grantee (a) acknowledges receipt of the Plan incorporated herein, (b) acknowledges that he or she has read the Award Summary delivered in connection with this grant of Restricted Stock Units and these Terms and Conditions and understands the terms and conditions of them, (c) accepts the award of the Restricted Stock Units described in these Terms and Conditions, (d) agrees to be bound by the terms of the Plan and these Terms and Conditions, and (e) agrees that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

Schedule A

• LTI Performance

- Vesting of the Restricted Stock Units will be based on the following performance results: (i) the Company's cumulative growth in LTI Book Value per Share (as defined below) over the Performance Period and (ii) the Relative TSR Modifier (as defined below).

- 1. LTI Book Value per Share.

- (a) Except as set forth in Section 6 below, vesting of the Restricted Stock Units will be based on the Company's cumulative growth in LTI Book Value per Share and the Company Absolute TSR (as defined below) as compared to the Average Peer Group TSR, in each case over the Performance Period beginning on April 1, 2024 and ending on March 31, 2027 as compared to the following reference points:

Cumulative Growth in LTI Book Value per Share ⁽¹⁾	BV Payout Percentage ⁽¹⁾ (Percentage of Target Award)
Maximum (45%)	200%
Target (30%)	100%
Threshold (\leq 15%) ⁽²⁾	0%

-
- (1) If the Company's cumulative growth in LTI Book Value per Share falls between two referenced percentages, the BV Payout Percentage will be interpolated. Cumulative growth in LTI Book Value per Share will be calculated by dividing the LTI Book Value per Share on the last day of the Performance Period (or the projected LTI Book Value per Share in the case of a Change of Control, as described below), by the LTI Book Value per Share on the first day of the Performance Period, expressed as a percentage, minus 100%.
-
- (2) The LTI Book Value per Share at the beginning of the Performance Period (April 1, 2024) was \$31.70. If the Company's cumulative growth in LTI Book Value per Share is less than or equal to 15%, the BV Payout Percentage will be zero.
-
- (b) The Company's "LTI Book Value per Share" is defined as: (i) Book Valueadjusted to exclude (A) Accumulated Other Comprehensive Income and (B) the impact, if any, during the Performance Period (or through the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, if applicable) from declared dividends on common shares and dividend equivalents on outstanding equity awards, *divided by* (ii) the basic shares of Common Stock of the Company outstanding as of the applicable measurement date. The LTI Book Value per Share shall be derived from the Company's financial statements, prepared in accordance with GAAP, and the adjustments described above.

- 2. **Calculation of TSR.** At the end of the Performance Period, the TSR for the Company and for each company in the TSR Peer Group (as defined below) shall be calculated by dividing the Closing Average Share Value (as defined below) by the Opening Average Share Value (as defined below). The companies in the TSR Peer Group will be determined on the first day of the Performance Period for purposes of the TSR calculation and will be changed only in accordance with subsection (d) below. No company shall be added to the TSR Peer Group during the Performance Period for purposes of the TSR calculation.

- (a) The term "**Closing Average Share Value**" means the average value of the common stock, including Accumulated Shares, for the 20 trading days ending on the last day of the Performance Period (i.e., the 20 trading days ending on and including March 31, 2027), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading date during the 20-day period, (ii) multiply each closing price by the Accumulated Shares as of that trading date, and (iii) average the amounts so determined for the 20-day period.

- (b) The term "**Opening Average Share Value**" means the average value of the common stock, including Accumulated Shares, for the 20 trading days ending on the day immediately prior to the first day of the Performance Period (i.e., the 20 trading days ending immediately prior to April 1, 2024), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading day during the 20-day period, (ii) multiply each closing price by the Accumulated Shares as of that trading date, and (ii) average the amounts so determined for the 20-day period. The Opening Average Share Value is \$31.33.

- (c) The term "**Accumulated Shares**" means, for a given trading day, the sum of (i) one share and (ii) a cumulative number of shares of the company's common stock purchased with dividends declared on a company's common stock, assuming same day reinvestment of the dividends in the common stock of a company at the closing price on the ex-dividend date. The calculations under this Schedule A shall include ex-dividend dates between and including March 1, 2024 and the trading day.

- (d) The term "**TSR Peer Group**" means the companies listed on Exhibit A and will be subject to change as follows:

- (i) In the event of a merger, acquisition or business combination transaction of a company in the TSR Peer Group in which the company in the TSR Peer Group is the surviving entity and remains publicly traded, the surviving entity shall remain a company in the TSR Peer Group. Any entity involved in the transaction that is not the surviving company shall no longer be a company in the TSR Peer Group.

- (ii) In the event of a merger, acquisition or business combination transaction of a company in the TSR Peer Group, a "going private" transaction or other event involving a company in the TSR Peer Group or the liquidation of a company in the TSR Peer Group, in each case where the company in the TSR Peer Group is not the surviving entity or is no longer publicly traded, the company shall no longer be a company in the TSR Peer Group.

- (iii) Notwithstanding the foregoing, in the event of a bankruptcy of a company in the TSR Peer Group where the company in the TSR Peer Group is not publicly traded at the end of the Performance Period, such company shall remain a company in the TSR Peer Group but shall be deemed to have a TSR of negative 100% (-100%).
- 3. **Relative TSR Modifier.** The results of the BV Payout Percentage, as described in Section 1 above, shall be modified by a Relative TSR Modifier (as defined below) to determine the actual number of Restricted Stock Units that vest. If the Relative TSR Modifier is zero, the Final Payout Percentage (as defined below) will be the BV Payout Percentage determined under Section 1 above.
 - (a) A "**Relative TSR Modifier**" shall be calculated based on the Company's cumulative three-year TSR for the Performance Period ("**Company Absolute TSR**"), as compared to a simple average TSR of the companies in the TSR Peer Group for the Performance Period (the "**Average Peer Group TSR**"), as follows:
 - (i) If the Company Absolute TSR is higher than the Average Peer Group TSR by at least 0.5%, the applicable Relative TSR Modifier will be added to the BV Payout Percentage such that the BV Payout Percentage increases by 6.2% or 6.3%, as applicable, for every 2.5% by which the Company Absolute TSR exceeds the Average Peer Group TSR, as shown in the table below. Notwithstanding the forgoing, if the Company Absolute TSR is higher than the Average Peer Group TSR by at least 0.5%, but the Company Absolute TSR for the Performance Period is negative, the Relative TSR Modifier will be zero.
 - (ii) If the Company Absolute TSR does not exceed the Average Peer Group TSR by at least 0.5%, the applicable Relative TSR Modifier will be deducted from the BV Payout Percentage such that the BV Payout Percentage will be reduced by 6.2% or 6.3%, as applicable, for every 2.5% by which the Company Absolute TSR is less than the Average Peer Group TSR, as shown in the table below.
 - (iii) Straight-line interpolation will apply to performance levels between the performance levels illustrated in the table below:

<u>Company Absolute TSR</u> <u>vs.</u> <u>Average Peer Group TSR</u>	<u>Relative TSR Modifier</u>
10.5%	25.0%
8.0%	18.8%
5.5%	12.5%
3.0%	6.3%
0.5%	0.0%
-2.0%	-6.3%
-4.5%	-12.5%
-7.0%	-18.8%
≤-9.5%	-25.0%

-
- 4. **Final Payout Percentage.** The actual number of Restricted Stock Units that vest with respect to the Performance Period ("Final Payout Percentage") shall be determined by multiplying the Target Award by the BV Payout Percentage after adjustment by the Relative TSR Modifier. In no event shall the maximum number of Restricted Stock Units that may be payable pursuant to these Terms and Conditions exceed 200% of the Target Award.
-
- 5. **General Vesting Terms.** Any fractional Restricted Stock Unit resulting from the vesting of the Restricted Stock Units in accordance with these Terms and Conditions shall be rounded down to the nearest whole number. Any portion of the Restricted Stock Units that does not vest as of the end of the Performance Period shall be forfeited as of the end of the Performance Period.
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- 6. **Change of Control Vesting.** If a Change of Control occurs prior to the end of the Performance Period, the Committee will calculate the "**CoC Performance Level**," based on (a) the Company's projected LTI Book Value per Share through the end of the Performance Period, projected as of the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, and (b) the Relative TSR Modifier based on the Company Absolute TSR as compared to the Average Peer Group TSR as of the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, in each case as determined in the sole discretion of the Committee. If a Change of Control occurs after the end of the Performance Period and before the Vesting Date, the CoC Performance Level will be calculated based on LTI Performance through the end of the Performance Period. Any Restricted Stock Units that do not vest at the CoC Performance Level shall be forfeited as of the date of the Change of Control.

• **EXHIBIT A**

• **TSR PEER GROUP**

-
- Enact Holdings (ACT)
-
- Essent Group (ESNT)
-
- MGIC Investment Corporation (MTG)
-
- NMI Holdings (NMIH)
-

EXHIBIT B

RESTRICTED TERRITORY FOR GRANTEES EMPLOYED IN LOUISIANA

If the Grantee is employed in Louisiana, the Restricted Territory (as defined in the Agreement) shall be limited to the following parishes, counties, and cities:

Acadia Parish, Allen Parish, Ascension Parish, Assumption Parish, Avoyelles Parish, Beauregard Parish, Bienville Parish, Bossier Parish, Caddo Parish, Calcasieu Parish, Caldwell Parish, Cameron Parish, Catahoula Parish, Claiborne Parish, Concordia Parish, De Soto Parish, East Baton Rouge Parish, East Carroll Parish, East Feliciana Parish, Evangeline Parish, Franklin Parish, Grant Parish, Iberia Parish, Iberville Parish, Jackson Parish, Jefferson Davis Parish, Jefferson Parish, La Salle Parish, Lafayette Parish, Lafourche Parish, Lincoln Parish, Livingston Parish, Madison Parish, Morehouse Parish, Natchitoches Parish, Orleans Parish, Ouachita Parish, Plaquemines Parish, Pointe Coupee Parish, Rapides Parish, Red River Parish, Richland Parish, Sabine Parish, St. Bernard Parish, St. Charles Parish, St. Helena Parish, St. James Parish, St. John The Baptist Parish, St. Landry Parish, St. Martin Parish, St. Mary Parish, St. Tammany Parish, Tangipahoa Parish, Tensas Parish, Terrebonne Parish, Union Parish, Vermilion Parish, Vernon Parish, Washington Parish, Webster Parish, West Baton Rouge Parish, West Carroll Parish, West Feliciana Parish, and Winn Parish.

Grantee recognizes that from time to time, the Company's business may expand to other parishes within Louisiana and/or other counties or municipalities in other states and Grantee agrees that the Company may amend Exhibit B and append it to this Agreement with the same force and effect as the original Exhibit B. The Company will provide Grantee with any and all amendments. Grantee and Company acknowledge and agree that the Company does business in, or seeks to do business in, all of the parishes contained in Exhibit B. Grantee agrees that if the Company provides Grantee with an amendment to Exhibit B that it will represent as fact that the Company does business in, or seeks to do business in, all of the geographical areas identified in such an exhibit unless the Grantee provides the Company with written notice disputing that fact within seven days of his receipt of the amendment.

RESTRICTED TERRITORY FOR GRANTEES EMPLOYED IN NEBRASKA

If the Grantee is employed in Nebraska, the Restricted Territory (as defined in the Agreement) shall be limited to 100 miles from the location where the Grantee performs their duties for the Company.

**RADIAN GROUP INC.
2021 EQUITY COMPENSATION PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(LTI BOOK VALUE WITH RELATIVE TSR MODIFIER)**

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are part of the Performance-Based Restricted Stock Unit Grant made as of May 22, 2024 (the "**Grant Date**"), by Radian Group Inc., a Delaware corporation (the "**Company**"), to Richard G. Thornberry, an employee of the Company (the "**Grantee**").

RECITALS

WHEREAS, the Radian Group Inc. 2021 Equity Compensation Plan (the **Plan**) permits the grant of Restricted Stock Units in accordance with the terms and provisions of the Plan;

WHEREAS, the Company desires to grant Restricted Stock Units to the Grantee, and the Grantee desires to accept such Restricted Stock Units, on the terms and conditions set forth herein and in the Plan;

WHEREAS, the Restricted Stock Units granted pursuant to these Terms and Conditions shall vest based on the attainment of LTI Performance (as defined below) and continued employment; and

WHEREAS, the applicable provisions of the Plan are incorporated into these Terms and Conditions by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- **1 . Grant of Performance-Based Restricted Stock Units.** The Company hereby awards to the Grantee #QuantityGranted# Restricted Stock Units (hereinafter, the "**Target Award**"), subject to the vesting and other conditions of these Terms and Conditions. Payment of the Restricted Stock Units will be based on performance against the metrics set forth in Schedule A (the "**LTI Performance**") and, except as otherwise provided herein, continued employment.
- **2. Vesting.**
 - **(a) General Vesting Terms.** Except as set forth in Sections 2(d) and 2(e) below, the Grantee shall vest in a number of Restricted Stock Units with respect to the Target Award based on the LTI Performance as of the end of the performance period, provided that,

except as set forth in Sections 2(b) and 2(c) below, the Grantee remains employed by the Company or an Affiliate through May 15, 2027 (the “**Vesting Date**”). The performance period is the period beginning on April 1, 2024 and ending on March 31, 2027 (the “**Performance Period**”). Except as specifically provided below in this Section 2, no Restricted Stock Units will vest for any reason prior to the Vesting Date, and in the event of a termination of the Grantee’s employment prior to the Vesting Date, the Grantee will forfeit to the Company all Restricted Stock Units that have not yet vested as of the termination date. Except as provided in Sections 2(d) and 2(e) below, any Restricted Stock Units that have not vested at the end of the Performance Period will be immediately forfeited.

- (b) **Retirement.**

- (i) If the Grantee terminates employment prior to the Vesting Date on account of the Grantee’s Retirement, the Grantee will not forfeit the Restricted Stock Units upon Retirement, and the Restricted Stock Units will vest on the Vesting Date based on the LTI Performance through the end of the Performance Period, except as provided in Sections 2(d) and 2(e) below.

- (ii) For purposes of these Terms and Conditions, “**Retirement**” shall mean the Grantee’s separation from service from the Company and its Affiliates, other than on account of Cause (as defined below), death or Disability (as defined below), (A) following the Grantee’s attainment of age 65 and completion of five years of service with the Company or an Affiliate, or (B) following the Grantee’s attainment of age 55 and completion of 10 years of service with the Company or an Affiliate.

- (iii) For purposes of these Terms and Conditions, “**Cause**” shall have the meaning ascribed to the term in the Employment Agreement between the Grantee and the Company dated November 19, 2019, as amended effective March 26, 2021 (the “**Employment Agreement**”).

- (c) **Involuntary Termination.**

- (i) Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the period beginning six months after the Grant Date and ending six months prior to the Vesting Date, then on the Vesting Date the Grantee will vest in a number of Restricted Stock Units with respect to the Pro-Rata Target Award (as defined below), based on the LTI Performance through the end of the Performance Period. For purposes of these Terms and Conditions, “**Pro-Rata Target Award**” shall mean a pro-rated portion of the Restricted Stock Units, which shall be determined by multiplying the number of Restricted Stock Units in the Target Award by a fraction, the numerator of which is the number of months that elapsed during the period beginning on the Grant Date and ending on the Grantee’s termination date (with a partial month counting as a whole month for this purpose), and the denominator of which is 36. Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the six-month period following the Grant Date, the Grantee’s Restricted Stock Units will be forfeited.

- (ii) Except as provided in Sections 2(d) and 2(e) below, if the Grantee incurs an Involuntary Termination during the six-month period immediately prior to the Vesting Date, the Grantee's Restricted Stock Units will vest on the Vesting Date without proration, based on the LTI Performance through the end of the Performance Period.

- (iii) For purposes of these Terms and Conditions, the term "**Involuntary Termination**" shall mean the Grantee's separation from service from the Company and its Affiliates on account of a termination by the Company or an Affiliate without Cause, other than on account of Retirement, death or Disability, provided the Grantee signs and does not revoke a release and waiver of claims in favor of the Company and its Affiliates in a form provided by the Company or an Affiliate, as applicable. A termination by the Grantee for Good Reason under the Employment Agreement shall be deemed to be an Involuntary Termination. For purposes of these Terms and Conditions, "**Good Reason**" shall have the meaning assigned to it in the Employment Agreement.

- (d) **Death or Disability.** In the event of the Grantee's death or Disability while employed by the Company or an Affiliate prior to the Vesting Date, the Grantee's Restricted Stock Units will automatically vest at the Target Award level (or, if a Change of Control has occurred, at the CoC Performance Level (as described in Section 6 of Schedule A)) on the date of the Grantee's death or Disability, as applicable. If, following the Grantee's termination of employment due to Retirement, or due to Involuntary Termination after the six month period following the Grant Date, the Grantee dies prior to the Vesting Date, the Grantee's Restricted Stock Units will automatically vest at the Target Award level (or, if a Change of Control has occurred, at the CoC Performance Level) on the date of the Grantee's death; provided that if the termination of employment was due to Involuntary Termination during the period beginning six months after the Grant Date and ending six months prior to the Vesting Date, the Grantee's Restricted Stock Units will automatically vest at the Pro-Rata Target Award level (or, if a Change of Control has occurred, the Pro-Rata Target Award will vest at the CoC Performance Level) on the date of the Grantee's death. For purposes of these Terms and Conditions, the term "**Disability**" shall mean a physical or mental impairment of sufficient severity that the Grantee is both eligible for and in receipt of benefits under the long-term disability program maintained by the Company or an Affiliate, as applicable, and that meets the requirements of a disability under section 409A of the Code, provided that the Grantee completes 30 days of active service with the Company at any time after the Grant Date and prior to the Vesting Date. The date of Disability for purposes of these Terms and Conditions is the date on which the Grantee commences to receive such long-term disability benefits. In the event that the Grantee is not in active service on the Grant Date (for example, on account of short-term disability) and the Grantee does not return to the Company and complete 30 days of active service with the Company prior to the Vesting Date, the award will be forfeited.

- (e) **Change of Control.**

- (i) If a Change of Control occurs prior to the Vesting Date, the Restricted Stock Units will vest at the CoC Performance Level on the Vesting Date, provided

that, except as set forth in subsections (ii) and (iii) below, the Grantee remains employed by the Company or an Affiliate through the Vesting Date.

- (ii) If, prior to the Vesting Date, a Change of Control occurs and the Grantee's employment is terminated by the Company or an Affiliate without Cause, or the Grantee terminates employment for Good Reason, and the Grantee's date of termination of employment (or in the event of the Grantee's termination for Good Reason, the event giving rise to Good Reason) occurs during the period beginning on the date that is 90 days before the Change of Control and ending on the date that is one year following the Change of Control, the unvested Restricted Stock Units will automatically vest at the CoC Performance Level as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control). If the Grantee's employment terminates on account of an Involuntary Termination as described in Section 2(c) (other than an Involuntary Termination within six months following the Grant Date) more than 90 days before the Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, then on the date of the Change of Control, the Grantee will vest in a Pro-Rata Target Award based on performance at the CoC Performance Level on the date of the Change of Control; provided that if Section 2(c)(ii) applies, the Grantee will vest in the Restricted Stock Units at the CoC Performance Level and no pro-ration will apply.
- (iii) If the Grantee's employment terminates on account of Retirement before a Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, the outstanding Restricted Stock Units will vest on the date of the Change of Control at the CoC Performance Level. If the Grantee's employment terminates on account of Retirement on or after a Change of Control, the Restricted Stock Units will vest at the CoC Performance Level on the Grantee's Retirement date.
- (f) **Cause.** Notwithstanding anything in these Terms and Conditions to the contrary, in the event the Grantee's employment is terminated by the Company or an Affiliate for Cause, all outstanding Restricted Stock Units held by the Grantee shall immediately terminate and be of no further force or effect.
- (g) **Other Termination.** Except as provided in Sections 2(b), 2(c), 2(d) and 2(e), in the event of a termination of employment, the Grantee will forfeit all unvested Restricted Stock Units. Except as provided in Section 2(b), 2(c) or 2(e), no Restricted Stock Units will vest after the Grantee's employment with the Company or an Affiliate has terminated for any reason.

• **3. Restricted Stock Units Account.**

The Company shall establish a bookkeeping account on its records for the Grantee and shall credit the Grantee's Restricted Stock Units to the bookkeeping account.

• **4. Dividend Equivalents.**

• Dividend equivalents shall accrue with respect to the Grantee's Restricted Stock Units and shall be payable after vesting of the underlying Restricted Stock Units, as described below. Dividend equivalents shall be credited on the Restricted Stock Units as of the dividend

record date with respect to shares of Common Stock from the Grant Date until the payment date for the Restricted Stock Units. The Company will keep records of dividend equivalents in a non-interest bearing bookkeeping account for the Grantee. No interest will be credited to any such account. Accrued dividend equivalents on vested Restricted Stock Units shall be paid in cash within 90 days after the Vesting Date or, if earlier, on the payment date for the Restricted Stock Units under Section 5(b). Any dividend equivalents that accrue with respect to vested Restricted Stock Units during the period after the Vesting Date and before the date on which the Restricted Stock Units are paid as described in Section 5 shall be paid in cash upon the payment date for the applicable dividend on shares of Common Stock. If and to the extent that the underlying Restricted Stock Units are forfeited, all related dividend equivalents shall also be forfeited. For the avoidance of doubt, if the Grantee elects to defer payment of the Restricted Stock Units under a Company deferred compensation plan, the payment date for accrued dividend equivalents will be determined based on the terms of the applicable deferred compensation plan.

- **5. Conversion of Restricted Stock Units.**

- (a) Except as otherwise provided in this Section 5, if the Restricted Stock Units vest in accordance with these Terms and Conditions, the Grantee shall be entitled to receive payment of the vested Restricted Stock Units within 90 days after the one-year anniversary of the Vesting Date (the one-year anniversary of the Vesting Date is referred to as the **Distribution Date**).

- (b) The vested Restricted Stock Units shall be paid earlier than the Distribution Date in the following circumstances:

- (i) If (A) the Restricted Stock Units vest in accordance with Section 2(d) (the Grantee's death or Disability), or (B) the Grantee dies or incurs a Disability after the Vesting Date but before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death or Disability, as applicable.

- (ii) If the Grantee's employment terminates in accordance with Section 2(e)(ii) or 2(e)(iii) and a Change of Control subsequently occurs before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Change of Control.

- (iii) If the Grantee's employment terminates in accordance with Section 2(e)(ii) or 2(e)(iii) upon or after a Change of Control that occurs before the Distribution Date, the vested Restricted Stock Units shall be paid within 90 days after the Grantee's separation from service with the Company and its Affiliates.

- (iv) Notwithstanding subsections (ii) and (iii), if the Change of Control is not a "change in control event" under section 409A of the Code, and if required by section 409A of the Code, payment will not be made on the dates described in subsections (ii) and (iii) and, instead, will be made within 90 days after the Distribution Date. In addition, if required by section 409A of the Code, if the separation from service described in subsection (iii) does not occur within two years after a Change of Control that is a "change in control event" under

section 409A of the Code, payment will instead be made within 90 days after the Distribution Date.

◦ (c) On the applicable payment date, each vested Restricted Stock Unit credited to the Grantee's account shall be settled in whole shares of Common Stock of the Company equal to the number of vested Restricted Stock Units, subject to (i) the limitation of subsection (d) below, (ii) compliance with the six-month delay described in Section 17 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 13 below, and subject to compliance with the Restrictive Covenants (as defined in Section 7(a) below). The obligation of the Company to distribute shares shall be subject to the rights of the Company as set forth in the Plan and to all applicable laws, rules, regulations, and such approvals by governmental agencies as may be deemed appropriate by the Committee, including as set forth in Section 15 below.

◦ (d) For the avoidance of doubt, the Grantee will forfeit all Restricted Stock Units if the Grantee's employment is terminated for Cause prior to the Distribution Date or other applicable payment date under this Section 5.

◦ (e) Notwithstanding the foregoing, if the Grantee elects to defer payment of the Restricted Stock Units under the Company's applicable deferred compensation plan, payment shall be made in the form and at the time specified under such plan.

• **6. Certain Corporate Changes.**

If any change is made to the Common Stock (whether by reason of merger, consolidation, reorganization, recapitalization, stock dividend, stock split, combination of shares, or exchange of shares or any other change in capital structure made without receipt of consideration), then unless such event or change results in the termination of all the Restricted Stock Units granted under these Terms and Conditions, the Committee shall adjust, as provided in the Plan, the number and class of shares underlying the Restricted Stock Units held by the Grantee, the maximum number of shares for which the Restricted Stock Units may vest, the share price or class of Common Stock for purposes of the applicable performance goals, in each case, as appropriate to reflect the effect of such event or change in the Company's capital structure in such a way as to preserve the value of the Restricted Stock Units. Any adjustment that occurs under the terms of this Section 6 or the Plan will not change the timing or form of payment with respect to any Restricted Stock Units except in accordance with section 409A of the Code.

• **7. Restrictive Covenants.**

◦ (a) The Grantee acknowledges and agrees that in consideration for the grant of the Restricted Stock Units, the Grantee remains subject to the non-competition, non-solicitation, confidentiality, inventions assignment, and non-disparagement provisions to the extent described in (including incorporated by reference into) Section 14 of the Employment Agreement, the Restrictive Covenants Agreement dated February 8, 2017 between the Grantee and the Company, the Company's Code of Conduct (as defined in the Employment Agreement),

and any other written agreements between the Company and the Grantee (collectively, the **Restrictive Covenants**”).

◦ (b) The Grantee acknowledges and agrees that in the event the Grantee breaches any of the Restrictive Covenants or the Grantee’s employment is terminated by the Company or an Affiliate for Cause, including a determination by the Committee that the Grantee has engaged in any activity, at any time, that would be grounds for termination of the Grantee’s employment for Cause:

- (i) The Committee may in its discretion determine that the Grantee shall forfeit the outstanding Restricted Stock Units (without regard to whether the Restricted Stock Units have vested, except as to the vested shares where forfeiture of vested shares is expressly prohibited by law), and the outstanding Restricted Stock Units shall immediately terminate, and

- (ii) The Committee may in its discretion require the Grantee to return to the Company any shares of Common Stock received in settlement of the Restricted Stock Units; provided, that if the Grantee has disposed of any shares of Common Stock received upon settlement of the Restricted Stock Units, then the Committee may require the Grantee to pay to the Company, in cash, the Fair Market Value of such shares of Common Stock as of the date of disposition. The Committee shall exercise the right of recoupment provided in this subsection (b)(ii) within (x) 180 days after the Committee’s discovery of the Grantee’s breach of any of the Restrictive Covenants or (y) within 180 days after the later of (A) the Grantee’s termination of employment by the Company or an Affiliate for Cause, or (B) the Committee’s discovery of circumstances that, if known to the Committee, would have been grounds for termination for Cause; provided, however, that this right of recoupment shall not limit the Board’s recoupment authority under any applicable clawback or recoupment policy of the Board.

• **8. No Stockholder Rights.**

The Grantee has no voting rights and no other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units, except as otherwise provided in Section 4.

• **9. Retention Rights.**

Neither the award of Restricted Stock Units, nor any other action taken with respect to the Restricted Stock Units, shall confer upon the Grantee any right to continue in the employ or service of the Company or an Affiliate or shall interfere in any way with the right of the Company or an Affiliate to terminate Grantee’s employment or service at any time.

• **10. Cancellation or Amendment.**

This award may be canceled or amended by the Committee, in whole or in part, in accordance with the applicable terms of the Plan.

- **11. Notice.**

Any notice to the Company provided for in these Terms and Conditions shall be addressed to it in care of the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, Pennsylvania 19087, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll system of the Company or an Affiliate thereof, or to such other address as the Grantee may designate to the Company in writing. Any notice provided for hereunder shall be delivered by hand, sent by telecopy or electronic mail, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage and registry fee prepaid in the United States mail, or other mail delivery service. Notice to the Company shall be deemed effective upon receipt. By receipt of these Terms and Conditions, the Grantee hereby consents to the delivery of information (including without limitation, information required to be delivered to the Grantee pursuant to the applicable securities laws) regarding the Company, the Plan, and the Restricted Stock Units via the Company's electronic mail system or other electronic delivery system.

- **12. Incorporation of Plan by Reference.**

These Terms and Conditions are made pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and shall in all respects be interpreted in accordance therewith. The decisions of the Committee shall be conclusive upon any question arising hereunder. The Grantee's receipt of the Restricted Stock Units awarded under these Terms and Conditions constitutes the Grantee's acknowledgment that all decisions and determinations of the Committee with respect to the Plan, these Terms and Conditions, and/or the Restricted Stock Units shall be final and binding on the Grantee, his or her beneficiaries, and any other person having or claiming an interest in such Restricted Stock Units. The settlement of any award with respect to Restricted Stock Units is subject to the provisions of the Plan and to interpretations, regulations, and determinations concerning the Plan as established from time to time by the Committee in accordance with the provisions of the Plan. A copy of the Plan will be furnished to the Grantee upon request. Additional copies may be obtained from the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, Pennsylvania 19087.

- **13. Income Taxes; Withholding Taxes.**

The Grantee is solely responsible for the satisfaction of all taxes and penalties that may arise in connection with the Restricted Stock Units pursuant to these Terms and Conditions. At the time of taxation, the Company shall have the right to deduct from other compensation or from amounts payable with respect to the Restricted Stock Units, including by withholding shares of the Company's Common Stock to satisfy the federal (including FICA), state, local and foreign income and payroll tax withholding obligation on amounts payable in shares, in accordance with procedures authorized by the Committee and established by the Company.

• **14. Governing Law.**

The validity, construction, interpretation, and effect of this instrument shall exclusively be governed by, and determined in accordance with, the applicable laws of the State of Delaware, excluding any conflicts or choice of law rule or principle.

• **15. Grant Subject to Applicable Laws and Company Policies.**

These Terms and Conditions shall be subject to any required approvals by any governmental or regulatory agencies. This award of Restricted Stock Units shall also be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time in accordance with applicable law. Notwithstanding anything in these Terms and Conditions to the contrary, the Plan, these Terms and Conditions, and the Restricted Stock Units awarded hereunder shall be subject to all applicable laws, including any laws, regulations, restrictions, or governmental guidance that becomes applicable in the event of the Company's participation in any governmental programs, and the Committee reserves the right to modify these Terms and Conditions and the Restricted Stock Units as necessary to conform to any restrictions imposed by any such laws, regulations, restrictions, or governmental guidance or to conform to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time. As a condition of participating in the Plan, and by the Grantee's acceptance of the Restricted Stock Units, the Grantee is deemed to have agreed to any such modifications that may be imposed by the Committee, and agrees to sign such waivers or acknowledgments as the Committee may deem necessary or appropriate with respect to such modifications.

• **16. Assignment.**

These Terms and Conditions shall bind and inure to the benefit of the successors and assignees of the Company. The Grantee may not sell, assign, transfer, pledge, or otherwise dispose of the Restricted Stock Units, except to a Successor Grantee in the event of the Grantee's death.

• **17. Section 409A.**

This award of Restricted Stock Units is intended to be exempt from or comply with the applicable requirements of section 409A of the Code and shall be administered in accordance with section 409A of the Code. Notwithstanding anything in these Terms and Conditions to the contrary, if the Restricted Stock Units constitute "deferred compensation" under section 409A of the Code and the Restricted Stock Units become vested and settled upon the Grantee's termination of employment, payment with respect to the Restricted Stock Units shall be delayed for a period of six months after the Grantee's termination of employment if the Grantee is a "specified employee" as defined under section 409A of the Code (as determined by the Committee) and if required pursuant to section 409A of the Code. If payment is delayed, the shares of Common Stock of the Company shall be distributed within 30 days of the date that is the six-month anniversary of the Grantee's termination of employment. If the Grantee dies during the six-month delay, the shares shall be distributed in accordance with the Grantee's will.

or under the applicable laws of descent and distribution. Notwithstanding any provision to the contrary herein, payments made with respect to this award of Restricted Stock Units may only be made in a manner and upon an event permitted by section 409A of the Code, and all payments to be made upon a termination of employment hereunder may only be made upon a "separation from service" as defined under section 409A of the Code. To the extent that any provision of these Terms and Conditions would cause a conflict with the requirements of section 409A of the Code, or would cause the administration of the Restricted Stock Units to fail to satisfy the requirements of section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Grantee, directly or indirectly, designate the calendar year of payment. If the Restricted Stock Units constitute "deferred compensation" under section 409A of the Code and payment is subject to the execution of a release of claims in favor of the Company and its Affiliates, and if payment with respect to the Restricted Stock Units that is subject to the execution of the release could be made in more than one taxable year, payment shall be made in the later taxable year.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute and attest this instrument, and the Grantee has placed his or her signature hereon, effective as of the Grant Date set forth above.

RADIAN GROUP INC.

By: /s/ Mary Dickerson
Name: Mary Dickerson
Title: Senior Executive Vice President, Chief People and Operating Officer

By electronically acknowledging and accepting this award of Restricted Stock Units following the date of the Company's electronic notification to the Grantee, the Grantee (a) acknowledges receipt of the Plan incorporated herein, (b) acknowledges that he or she has read the Award Summary delivered in connection with this grant of Restricted Stock Units and these Terms and Conditions and understands the terms and conditions of them, (c) accepts the award of the Restricted Stock Units described in these Terms and Conditions, (d) agrees to be bound by the terms of the Plan and these Terms and Conditions, and (e) agrees that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

Schedule A

• LTI Performance

- Vesting of the Restricted Stock Units will be based on the following performance results: (i) the Company's cumulative growth in LTI Book Value per Share (as defined below) over the Performance Period and (ii) the Relative TSR Modifier (as defined below).

- 1. LTI Book Value per Share.

- (a) Except as set forth in Section 6 below, vesting of the Restricted Stock Units will be based on the Company's cumulative growth in LTI Book Value per Share and the Company Absolute TSR (as defined below) as compared to the Average Peer Group TSR, in each case over the Performance Period beginning on April 1, 2024 and ending on March 31, 2027 as compared to the following reference points:

Cumulative Growth in LTI Book Value per Share ⁽¹⁾	BV Payout Percentage ⁽¹⁾ (Percentage of Target Award)
Maximum (45%)	200%
Target (30%)	100%
Threshold (\leq 15%) ⁽²⁾	0%

-
- (1) If the Company's cumulative growth in LTI Book Value per Share falls between two referenced percentages, the BV Payout Percentage will be interpolated. Cumulative growth in LTI Book Value per Share will be calculated by dividing the LTI Book Value per Share on the last day of the Performance Period (or the projected LTI Book Value per Share in the case of a Change of Control, as described below), by the LTI Book Value per Share on the first day of the Performance Period, expressed as a percentage, minus 100%.
-
- (2) The LTI Book Value per Share at the beginning of the Performance Period (April 1, 2024) was \$31.70. If the Company's cumulative growth in LTI Book Value per Share is less than or equal to 15%, the BV Payout Percentage will be zero.
-
- (b) The Company's "LTI Book Value per Share" is defined as: (i) Book Value adjusted to exclude (A) Accumulated Other Comprehensive Income and (B) the impact, if any, during the Performance Period (or through the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, if applicable) from declared dividends on common shares and dividend equivalents on outstanding equity awards, *divided by* (ii) the basic shares of Common Stock of the Company outstanding as of the applicable measurement date. The LTI Book Value per Share shall be derived from the Company's financial statements, prepared in accordance with GAAP, and the adjustments described above.

- 2. **Calculation of TSR.** At the end of the Performance Period, the TSR for the Company and for each company in the TSR Peer Group (as defined below) shall be calculated by dividing the Closing Average Share Value (as defined below) by the Opening Average Share Value (as defined below). The companies in the TSR Peer Group will be determined on the first day of the Performance Period for purposes of the TSR calculation and will be changed only in accordance with subsection (d) below. No company shall be added to the TSR Peer Group during the Performance Period for purposes of the TSR calculation.

- (a) The term "**Closing Average Share Value**" means the average value of the common stock, including Accumulated Shares, for the 20 trading days ending on the last day of the Performance Period (i.e., the 20 trading days ending on and including March 31, 2027), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading date during the 20-day period, (ii) multiply each closing price by the Accumulated Shares as of that trading date, and (iii) average the amounts so determined for the 20-day period.

- (b) The term "**Opening Average Share Value**" means the average value of the common stock, including Accumulated Shares, for the 20 trading days ending on the day immediately prior to the first day of the Performance Period (i.e., the 20 trading days ending immediately prior to April 1, 2024), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading day during the 20-day period, (ii) multiply each closing price by the Accumulated Shares as of that trading date, and (ii) average the amounts so determined for the 20-day period. The Opening Average Share Value is \$31.33.

- (c) The term "**Accumulated Shares**" means, for a given trading day, the sum of (i) one share and (ii) a cumulative number of shares of the company's common stock purchased with dividends declared on a company's common stock, assuming same day reinvestment of the dividends in the common stock of a company at the closing price on the ex-dividend date. The calculations under this Schedule A shall include ex-dividend dates between and including March 1, 2024 and the trading day.

- (d) The term "**TSR Peer Group**" means the companies listed on Exhibit A and will be subject to change as follows:

- (i) In the event of a merger, acquisition or business combination transaction of a company in the TSR Peer Group in which the company in the TSR Peer Group is the surviving entity and remains publicly traded, the surviving entity shall remain a company in the TSR Peer Group. Any entity involved in the transaction that is not the surviving company shall no longer be a company in the TSR Peer Group.

- (ii) In the event of a merger, acquisition or business combination transaction of a company in the TSR Peer Group, a "going private" transaction or other event involving a company in the TSR Peer Group or the liquidation of a company in the TSR Peer Group, in each case where the company in the TSR Peer Group is not the surviving entity or is no longer publicly traded, the company shall no longer be a company in the TSR Peer Group.

- (iii) Notwithstanding the foregoing, in the event of a bankruptcy of a company in the TSR Peer Group where the company in the TSR Peer Group is not publicly traded at the end of the Performance Period, such company shall remain a company in the TSR Peer Group but shall be deemed to have a TSR of negative 100% (-100%).

- 3 . **Relative TSR Modifier.** The results of the BV Payout Percentage, as described in Section 1 above, shall be modified by a Relative TSR Modifier (as defined below) to determine the actual number of Restricted Stock Units that vest. If the Relative TSR Modifier is zero, the Final Payout Percentage (as defined below) will be the BV Payout Percentage determined under Section 1 above.

- (a) A “**Relative TSR Modifier**” shall be calculated based on the Company’s cumulative three-year TSR for the Performance Period (“**Company Absolute TSR**”), as compared to a simple average TSR of the companies in the TSR Peer Group for the Performance Period (the “**Average Peer Group TSR**”), as follows:

- (i) If the Company Absolute TSR is higher than the Average Peer Group TSR by at least 0.5%, the applicable Relative TSR Modifier will be added to the BV Payout Percentage such that the BV Payout Percentage increases by 6.2% or 6.3%, as applicable, for every 2.5% by which the Company Absolute TSR exceeds the Average Peer Group TSR, as shown in the table below. Notwithstanding the forgoing, if the Company Absolute TSR is higher than the Average Peer Group TSR by at least 0.5%, but the Company Absolute TSR for the Performance Period is negative, the Relative TSR Modifier will be zero.

- (ii) If the Company Absolute TSR does not exceed the Average Peer Group TSR by at least 0.5%, the applicable Relative TSR Modifier will be deducted from the BV Payout Percentage such that the BV Payout Percentage will be reduced by 6.2% or 6.3%, as applicable, for every 2.5% by which the Company Absolute TSR is less than the Average Peer Group TSR, as shown in the table below.

- (iii) Straight-line interpolation will apply to performance levels between the performance levels illustrated in the table below:

Company Absolute TSR vs. Average Peer Group TSR	Relative TSR Modifier
10.5%	25.0%
8.0%	18.8%
5.5%	12.5%
3.0%	6.3%
0.5%	0.0%
-2.0%	-6.3%
-4.5%	-12.5%
-7.0%	-18.8%
≤-9.5%	-25.0%

-
- 4 . **Final Payout Percentage.** The actual number of Restricted Stock Units that vest with respect to the Performance Period (“**Final Payout Percentage**”) shall be determined by multiplying the Target Award by the BV Payout Percentage after adjustment by the Relative TSR Modifier. In no event shall the maximum number of Restricted Stock Units that may be payable pursuant to these Terms and Conditions exceed 200% of the Target Award.
-
- 5 . **General Vesting Terms.** Any fractional Restricted Stock Unit resulting from the vesting of the Restricted Stock Units in accordance with these Terms and Conditions shall be rounded down to the nearest whole number. Any portion of the Restricted Stock Units that does not vest as of the end of the Performance Period shall be forfeited as of the end of the Performance Period.
-
- 6 . **Change of Control Vesting.** If a Change of Control occurs prior to the end of the Performance Period, the Committee will calculate the “**CoC Performance Level**,” based on (a) the Company’s projected LTI Book Value per Share through the end of the Performance Period, projected as of the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, and (b) the Relative TSR Modifier based on the Company Absolute TSR as compared to the Average Peer Group TSR as of the end of the fiscal quarter immediately preceding the fiscal quarter in which the Change of Control occurs or the date of the Change of Control if the Change of Control occurs on the last day of a fiscal quarter, in each case as determined in the sole discretion of the Committee. If a Change of Control occurs after the end of the Performance Period and before the Vesting Date, the CoC Performance Level will be calculated based on LTI Performance through the end of the Performance Period. Any Restricted Stock Units that do not vest at the CoC Performance Level shall be forfeited as of the date of the Change of Control.

- **EXHIBIT A**
- **TSR PEER GROUP**

-
- Enact Holdings (ACT)
-
- Essent Group (ESNT)
-
- MGIC Investment Corporation (MTG)
-
- NMI Holdings (NMIH)

**RADIAN GROUP INC.
2021 EQUITY COMPENSATION PLAN**

RESTRICTED STOCK UNIT GRANT

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are part of the Restricted Stock Unit Grant made as of May 22, 2024 (the "**Grant Date**"), by Radian Group Inc., a Delaware corporation (the "**Company**"), to #ParticipantName#, an employee of the Company (the "**Grantee**").

RECITALS

WHEREAS, the Radian Group Inc. 2021 Equity Compensation Plan (the "**Plan**") permits the grant of Restricted Stock Units in accordance with the terms and provisions of the Plan;

WHEREAS, the Company desires to grant Restricted Stock Units to the Grantee, and the Grantee desires to accept such Restricted Stock Units, on the terms and conditions set forth herein and in the Plan; and

WHEREAS, the applicable provisions of the Plan are incorporated into these Terms and Conditions by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

• 1. Grant of Restricted Stock Units.

The Company hereby awards to the Grantee #QuantityGranted# Restricted Stock Units (hereinafter, the "**Restricted Stock Units**"), subject to the vesting and other conditions of these Terms and Conditions.

• 2. Vesting.

◦ (a) **General Vesting Terms.** Provided the Grantee remains employed by the Company or a Subsidiary through the applicable vesting date set forth in this Section 2 (the "**Vesting Date**") and meets all applicable requirements set forth in these Terms and Conditions, the Restricted Stock Units awarded under these Terms and Conditions shall vest in three substantially equal installments on each of May 15, 2025, May 15, 2026 and May 15, 2027, except as set forth in Sections 2(b), 2(c), 2(d) and 2(e) below (the period over which the Restricted Stock Units vest is referred to as the "**Restriction Period**").

- (b) **Retirement.**

- (i) If the Grantee terminates employment during the Restriction Period because of the Grantee's Retirement, the Grantee's Restricted Stock Units will automatically vest in full on the date of such termination of employment.
- (ii) For purposes of these Terms and Conditions, **Retirement**" shall mean the Grantee's separation from service without Cause, other than on account of death or Disability (as defined below), (A) following the Grantee's attainment of age 65 and completion of five years of service with the Company or a Subsidiary, or (B) following the Grantee's attainment of age 55 and completion of 10 years of service with the Company or a Subsidiary.
- (iii) For purposes of these Terms and Conditions, **Cause**" shall mean the Grantee's (A) indictment for, conviction of, or pleading nolo contendere to, a felony or a crime involving fraud, misrepresentation, or moral turpitude (excluding traffic offenses other than traffic offenses involving the use of alcohol or illegal substances), (B) fraud, dishonesty, theft, or misappropriation of funds in connection with the Grantee's duties with the Company and its Subsidiaries, (C) material violation of the Company's Code of Conduct or employment policies, as in effect from time to time, (D) gross negligence or willful misconduct in the performance of the Grantee's duties with the Company and its Subsidiaries, or (E) a breach of any written confidentiality, nonsolicitation, or noncompetition covenant with the Company or an Affiliate, in each case as determined in the sole discretion of the Committee. In the event that the Committee determines that the Grantee engaged in any of the foregoing activities that are grounds for termination for Cause at any time, the Committee may determine that the Grantee's termination of employment was a termination for Cause, even if not so designated at the date of termination.

- (c) **Involuntary Termination.**

- (i) Except as set forth in Section 2(e) below, if the Grantee terminates employment on or before the first Vesting Date because of an Involuntary Termination, one-third of the Grantee's Restricted Stock Units will automatically vest on the date of such termination of employment and the remaining unvested Restricted Stock Units shall be immediately forfeited. If the Grantee terminates employment during the Restriction Period and after the first Vesting Date because of an Involuntary Termination, the Grantee's Restricted Stock Units will automatically vest in full on the date of such termination of employment.
- (ii) For purposes of these Terms and Conditions, the term **Involuntary Termination**" shall mean the Grantee's separation from service from the Company and its Subsidiaries on account of a termination by the Company or a Subsidiary without Cause, other than on account of Retirement, death or Disability; provided the Grantee signs and does not revoke a release and waiver of claims in favor of the Company and its Affiliates in a form provided by the Company or Subsidiary, as applicable. A termination by the Grantee for Good Reason under the Grantee's executive severance agreement shall be deemed to

be an Involuntary Termination. For purposes of these Terms and Conditions, **Good Reason**" shall have the meaning assigned to it in the Grantee's executive severance agreement.

◦ (d) **Death or Disability.** In the event of the Grantee's death or Disability while employed by the Company or a Subsidiary during the Restriction Period, the Grantee's Restricted Stock Units will automatically vest in full on the date of the Grantee's death or Disability, as applicable. For purposes of these Terms and Conditions, the term "**Disability**" shall mean a physical or mental impairment of sufficient severity that the Grantee is both eligible for and in receipt of benefits under the long-term disability program maintained by the Company or a Subsidiary, as applicable, and that meets the requirements of a disability under section 409A of the Code, provided that the Grantee completes 30 days of active service with the Company at any time after the Grant Date and prior to the first Vesting Date. The date of Disability for purposes of these Terms and Conditions is the date on which the Grantee commences to receive such long-term disability benefits. In the event that the Grantee is not in active service on the Grant Date (for example, on account of short-term disability) and the Grantee does not return to the Company and complete 30 days of active service with the Company prior to the first Vesting Date, the award will be forfeited.

◦ (e) **Change of Control.** Notwithstanding the foregoing, if, during the Restriction Period, a Change of Control occurs and the Grantee's employment with the Company and its Subsidiaries is terminated by the Company or a Subsidiary without Cause, or the Grantee terminates employment for Good Reason, and the Grantee's date of termination of employment (or in the event of the Grantee's termination for Good Reason, the event giving rise to Good Reason) occurs during the period beginning on the date that is 90 days before the Change of Control and ending on the date that is one year following the Change of Control, the unvested Restricted Stock Units will automatically vest as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control).

◦ (f) **Other Termination.** Except as provided in Sections 2(b), 2(c), 2(d) and 2(e), in the event of a termination of employment, the Grantee will forfeit all Restricted Stock Units that do not vest either before the termination date or on the termination date associated with such termination. Except as provided in Section 2(e), no Restricted Stock Units will vest after the Grantee's employment with the Company or a Subsidiary has terminated for any reason. For clarification purposes, in the event the Grantee's employment is terminated by the Company or a Subsidiary for Cause, the outstanding Restricted Stock Units held by such Grantee shall immediately terminate and be of no further force or effect.

• **3. Restricted Stock Units Account.**

The Company shall establish a bookkeeping account on its records for the Grantee and shall credit the Grantee's Restricted Stock Units to the bookkeeping account.

• **4. Dividend Equivalents.**

Dividend equivalents shall accrue with respect to the Grantee's Restricted Stock Units and shall be payable subject to the same vesting terms and other conditions as the

Restricted Stock Units to which they relate. Dividend equivalents shall be credited on the Restricted Stock Units as of the dividend record date with respect to shares of Common Stock from the Grant Date until the payment date for the vested Restricted Stock Units. The Company will keep records of dividend equivalents in a non-interest bearing bookkeeping account for the Grantee. No interest will be credited to any such account. Vested dividend equivalents shall be paid in cash at the same time and subject to the same terms as the underlying vested Restricted Stock Units. If and to the extent that the underlying Restricted Stock Units are forfeited, all related dividend equivalents shall also be forfeited. For the avoidance of doubt, if the Grantee elects to defer payment of the Restricted Stock Units under a Company deferred compensation plan, the payment date for accrued dividend equivalents will be determined based on the terms of the applicable deferred compensation plan.

• **5. Conversion of Restricted Stock Units.**

- (a) Except as otherwise provided in this Section 5, if the Restricted Stock Units vest in accordance with Section 2(a), the Grantee shall be entitled to receive payment of the vested Restricted Stock Units within 90 days after the applicable Vesting Date.
- (b) The vested Restricted Stock Units shall be paid earlier than the applicable Vesting Date in the following circumstances:
 - (i) If the Restricted Stock Units vest in accordance with Section 2(b) (Retirement), Section 2(c) (Involuntary Termination), or Section 2(d) (death or Disability), the Grantee shall receive payment of the vested Restricted Stock Units within 90 days after the date of the Grantee's termination of employment on account of Retirement, Involuntary Termination or death, or the date of Disability, as applicable.
 - (ii) If a Change of Control occurs and the Grantee's employment terminates in accordance with Section 2(e), the Grantee shall receive payment of the vested Restricted Stock Units within 90 days after the date of the Grantee's termination of employment (or, if later, on the date of the Change of Control).
- (c) On the applicable payment date, each vested Restricted Stock Unit credited to the Grantee's account shall be settled in whole shares of Common Stock of the Company equal to the number of vested Restricted Stock Units, subject to compliance with the six-month delay described in Section 17 below, if applicable, and the payment of any federal, state, local, or foreign withholding taxes as described in Section 13 below, and subject to compliance with the restrictive covenants in Section 7 below. The obligation of the Company to distribute shares shall be subject to the rights of the Company as set forth in the Plan and to all applicable laws, rules, regulations, and such approvals by governmental agencies as may be deemed appropriate by the Committee, including as set forth in Section 15 below.
- (d) Notwithstanding the foregoing, if the Grantee elects to defer payment of the Restricted Stock Units under the Company's applicable deferred compensation plan, payment shall be made in the form and at the time specified under such plan.

• **6. Certain Corporate Changes.**

If any change is made to the Common Stock (whether by reason of merger, consolidation, reorganization, recapitalization, stock dividend, stock split, combination of shares, or exchange of shares or any other change in capital structure made without receipt of consideration), then unless such event or change results in the termination of all the Restricted Stock Units granted under these Terms and Conditions, the Committee shall adjust, as provided in the Plan, the number and class of shares underlying the Restricted Stock Units held by the Grantee to reflect the effect of such event or change in the Company's capital structure in such a way as to preserve the value of the Restricted Stock Units. Any adjustment that occurs under the terms of this Section 6 or the Plan will not change the timing or form of payment with respect to any Restricted Stock Units except in accordance with section 409A of the Code.

• **7. Restrictive Covenants.**

◦ (a) The Grantee acknowledges and agrees that, during and after the Grantee's employment with the Company or any of its Affiliates, the Grantee will be subject to, and will comply with, the applicable confidentiality and other terms specified in the Company's Code of Conduct and Ethics, including terms applicable to former employees. A copy of the Code of Conduct and Ethics has been provided to the Grantee and can be accessed on the Company's intranet. The Code of Conduct and Ethics, including any future revisions to the Code of Conduct and Ethics, are incorporated into and made a part of these Terms and Conditions as if fully set forth herein.

◦ (b) The Grantee acknowledges that the Grantee's relationship with the Company and its Affiliates is one of confidence and trust such that the Grantee is, and may in the future be, privy to and/or the Grantee will develop Confidential Information and Trade Secrets of the Company or any of its Affiliates. Subject to the provisions of subsection (j), the Grantee agrees that, at all times during the Grantee's employment and after the Grantee's employment with the Company or any of its Affiliates terminates for any reason, whether by the Grantee or by the Company or any of its Affiliates, the Grantee will hold in strictest confidence and will not disclose, use, or publish any Confidential Information and Trade Secrets, except as and only to the extent such disclosure, use, or publication is required during the Grantee's employment with the Company or any of its Affiliates for the Grantee to fulfill the Grantee's job duties and responsibilities to the Company or any of its Affiliates. At all times during the Grantee's employment and after the Grantee's termination of employment, the Grantee agrees that the Grantee shall take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information and Trade Secrets. The Grantee hereby assigns to the Company any rights the Grantee may have or acquire in Confidential Information and Trade Secrets, whether developed by the Grantee or others, and the Grantee acknowledges and agrees that all Confidential Information and Trade Secrets shall be the sole property of the Company and its assigns. For purposes of these Terms and Conditions, "**Confidential Information and Trade Secrets**" shall mean information that the Company or any of its Affiliates owns or possesses, that the Company or any of its Affiliates have developed at significant expense and effort, that they use or that is potentially useful in the business of the Company or any of its Affiliates, that the

Company or any of its Affiliates treat as proprietary, private, or confidential, and that is not generally known to the public.

◦ (c) The Grantee acknowledges and agrees that during the Grantee's employment with the Company or any of its Affiliates, and for the 12 month period immediately following the Grantee's termination of employment for any reason, and subject to subsection (l) below (the "**Restricted Period**"), the Grantee will not, without the Company's express written consent, engage (directly or indirectly) in any employment or business activity within the United States (the "**Restricted Territory**") whose primary business involves or is related to providing any mortgage- or real estate-related service or product that, during the Grantee's employment, the Company or any of its Affiliates provides or is actively engaged in developing through the use of Confidential Information and Trade Secrets; provided however, the foregoing restriction shall only apply to such service or product for which the Grantee has had access to Confidential Information and Trade Secrets or otherwise has had active involvement. The Grantee further agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company, the Restricted Territory is appropriate and reasonable.

◦ Notwithstanding the foregoing: (i) if the Grantee is employed in Louisiana or Nebraska, the Restricted Territory shall be limited to the geographic scope set forth respectively for Louisiana and Nebraska in Exhibit A of this Agreement; (ii) if the Grantee is employed in California, Minnesota, Oklahoma, or in another jurisdiction where the foregoing restrictions in this subsection (c) may otherwise be prohibited by law, the foregoing restrictions in this subsection (c) shall not apply, and instead the Grantee acknowledges and agrees that during the Grantee's employment with the Company or any of its Affiliates: (A) the Grantee will not engage (directly or indirectly) in any other employment or business activity within the United States whose primary business involves or is related to providing any mortgage- or real estate-related service or product that the Company or any of its Affiliates provides or is actively engaged in developing through the use of Confidential Information and Trade Secrets; provided however, the foregoing restriction shall only apply to such service or product for which the Grantee has had access to Confidential Information and Trade Secrets or otherwise has had active involvement, and (B) the Grantee will not, without the prior written consent of the Company or any of its Affiliates, engage (directly or indirectly) in any other employment or business activity that would tend to create an actual or apparent conflict of interest with the Company or any of its Affiliates, or undermine or interfere with the Grantee's ability to devote the Grantee's best efforts and to fulfill the full-time duties and responsibilities of the Grantee's position with the Company or any of its Affiliates. The Grantee further agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company, a nationwide geographic scope is appropriate and reasonable.

◦ (d) The Grantee acknowledges and agrees that, during the term of the Grantee's employment by the Company or any of its Affiliates and during the Restricted Period, the Grantee shall not, directly or indirectly through others, (i) hire or attempt to hire any employee of the Company or any of its Affiliates, (ii) solicit or attempt to solicit any employee of the Company or any of its Affiliates to become an employee, consultant, or independent contractor to, for, or of any other person or business entity, or (iii) solicit or attempt to solicit any

employee, or any consultant or independent contractor of the Company or any of its Affiliates to change or terminate his or her relationship with the Company or any of its Affiliates, unless in each case more than six months shall have elapsed between the last day of such person's employment or service with the Company or any of its Affiliates and the first date of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant, or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Grantee, such hiring or solicitation shall be conclusively presumed to be a violation of these Terms and Conditions; provided, however, that any hiring or solicitation pursuant to a general solicitation conducted by an entity that has hired or agreed to hire the Grantee, or by a headhunter employed by such entity, which does not involve the Grantee, shall not be a violation of this subsection (d).

◦ Notwithstanding the foregoing, if the Grantee is employed in a jurisdiction where the foregoing restrictions in this subsection (d) may otherwise be prohibited by law, the foregoing restrictions in this subsection (d) shall not apply, and instead the Grantee acknowledges and agrees that during the Grantee's employment with the Company or any of its Affiliates, the Grantee shall not, directly or indirectly through others, solicit, encourage, or attempt to solicit or encourage any Service Provider to terminate or reduce the Service Provider's relationship or business with the Company or any of its Affiliates. For the purpose of these Terms and Conditions, "**Service Provider**" means persons and entities who, during the Grantee's employment with the Company or any of its Affiliates, were employees, consultants, vendors, or independent contractors of the Company or any of its Affiliates.

◦ (e) The Grantee covenants and agrees that, during the term of the Grantee's employment by the Company or any of its Affiliates and during the Restricted Period, the Grantee shall not, either directly or indirectly through others:

▪ (i) solicit, divert, appropriate, or do business with, or attempt to solicit, divert, appropriate, or do business with, any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination or any actively sought prospective customer of the Company or any of its Affiliates for the purpose of providing such customer or actively sought prospective customer with services or products competitive with those offered by the Company or any of its Affiliates during the Grantee's employment with the Company or any of its Affiliates; or

▪ (ii) encourage any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination to reduce the level or amount of business such customer conducts with the Company or any of its Affiliates.

▪ Notwithstanding the foregoing: (A) if the Grantee is employed in Louisiana, the foregoing restrictions in this subsection (e) shall be limited to customers or prospective customers residing in the parishes, counties, and municipalities set forth in Exhibit A of this Agreement; (B) if the Grantee is employed in Oklahoma, the foregoing restrictions in this subsection (e) shall not apply, and instead the Grantee acknowledges and agrees that during the term of the Grantee's employment by the Company or any of its Affiliates and during the

Restricted Period, the Grantee shall not directly (i) solicit, divert, or appropriate, or attempt to solicit, divert, or appropriate any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination, for the purpose of providing such customer with services or products competitive with those offered by the Company or any of its Affiliates during the Grantee's employment with the Company or any of its Affiliates; or (ii) encourage any customer for whom the Company or any of its Affiliates provided goods or services within 12 months prior to the Grantee's date of termination to reduce the level or amount of business such customer conducts with the Company or any of its Affiliates; and (C) if the Grantee is employed in California, or in another jurisdiction where the foregoing restrictions in this subsection (e) may otherwise be prohibited by law, the foregoing restrictions in this Subsection (e) shall not apply, and instead the Grantee acknowledges and agrees that as part of the Grantee's obligations under subsection (b) above, during the Grantee's employment with the Company or any of its Affiliates and after the Grantee's employment with the Company or any of its Affiliates terminates for any reason (whether by the Grantee or by the Company or any of its Affiliates), the Grantee shall not, either directly or indirectly through others, use or disclose any trade secrets included in Confidential Information and Trade Secrets in any effort to solicit, encourage, or attempt to solicit or encourage, any Company Customer to terminate, reduce, or forego that Company's Customer's relationship with the Company or any of its Affiliates. For purposes of these Terms and Conditions, "**Company Customer**" means any person or entity to whom the Company or any of its Affiliates provided goods or services at any time during the Grantee's employment with the Company or any of its Affiliates.

◦ (f) The Grantee acknowledges and agrees that the business of the Company and its Affiliates is highly competitive, that the Confidential Information and Trade Secrets have been developed by the Company or any of its Affiliates at significant expense and effort, and that the restrictions contained in this Section 7 are reasonable and necessary to protect the legitimate business interests of the Company or any of its Affiliates.

◦ (g) The parties to these Terms and Conditions acknowledge and agree that any breach by the Grantee of any of the covenants or agreements contained in this Section 7 will result in irreparable injury to the Company or any of its Affiliates, as the case may be, for which money damages could not adequately compensate such entity. Therefore, the Company or any of its Affiliates shall have the right (in addition to any other rights and remedies which it may have at law or in equity and in addition to the forfeiture requirements set forth in subsection (h) below) to seek to enforce this Section 7 and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company or any of its Affiliates may have for a breach, or threatened breach, of the restrictive covenants set forth in this Section 7. The Grantee agrees that in any action in which the Company or any of its Affiliates seeks injunction, specific performance, or other equitable relief, the Grantee will not assert or contend that any of the provisions of this Section 7 are unreasonable or otherwise unenforceable. Unless otherwise prohibited by applicable law, the Grantee irrevocably and unconditionally (i) agrees that any legal proceeding arising out of these Terms and Conditions shall be brought only in the United States District Court for the District of Delaware, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New Castle County, Delaware, (ii) consents to the sole and exclusive

jurisdiction and venue of such court in any such proceeding, and (iii) waives any objection to the laying of venue of any such proceeding in any such court. The Grantee also irrevocably and unconditionally consents to the service of any process, pleadings, notices, or other papers.

◦ (h) The Grantee acknowledges and agrees that in the event the Grantee breaches any of the covenants or agreements contained in this Section 7 or the Grantee's employment is terminated by the Company or an Affiliate for Cause, including a determination by the Committee that the Grantee has engaged in any activity, at any time, that would be grounds for termination of the Grantee's employment for Cause:

◦ (i) The Committee may in its discretion determine that the Grantee shall forfeit the outstanding Restricted Stock Units (without regard to whether the Restricted Stock Units have vested, except as to the vested shares where forfeiture of vested shares is expressly prohibited by law), and the outstanding Restricted Stock Units shall immediately terminate, and

◦ (ii) The Committee may in its discretion require the Grantee to return to the Company any shares of Common Stock received in settlement of the Restricted Stock Units; provided, that if the Grantee has disposed of any shares of Common Stock received upon settlement of the Restricted Stock Units, then the Committee may require the Grantee to pay to the Company, in cash, the Fair Market Value of such shares of Common Stock as of the date of disposition. The Committee shall exercise the right of recoupment provided in this subsection (h)(ii) within (x) 180 days after the Committee's discovery of the Grantee's breach of any of the covenants or agreements contained in this Section 7, or (y) within 180 days after the later of (A) the Grantee's termination of employment by the Company or an Affiliate for Cause, or (B) the Committee's discovery of circumstances that, if known to the Committee, would have been grounds for termination for Cause; provided, however, that this right of recoupment shall not limit the Board's recoupment authority under any applicable clawback or recoupment policy of the Board.

◦ (i) If any portion of the covenants or agreements contained in this Section 7, the specific forfeiture provisions related to vested shares, or the application thereof, is construed to be invalid or unenforceable, the other portions of such covenants or agreements or the application thereof shall not be affected and shall be given full force and effect without regard to the invalid or unenforceable portions to the fullest extent possible. If any covenant or agreement in this Section 7 is held to be unenforceable because of the duration thereof or the scope thereof, then the court making such determination shall have the power to reduce the duration and limit the scope thereof, and the covenant or agreement shall then be enforceable in its reduced form. The covenants and agreements contained in this Section 7 shall survive the termination of the Grantee's employment with the Company or any of its Affiliates and shall survive the termination of these Terms and Conditions.

◦ (j) Nothing in these Terms and Conditions, including any restrictions on the use of Confidential Information and Trade Secrets, shall prohibit or restrict the Grantee from initiating communications directly with, responding to any inquiry from, providing testimony

before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory organization or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. Nor do these Terms and Conditions require the Grantee to obtain prior authorization from the Company before engaging in any conduct described in this subsection (j), or to notify the Company that the Grantee has engaged in any such conduct. To the extent permitted by law and except as provided above in this subsection (j), upon receipt of any subpoena, court order, or other legal process compelling the disclosure of Confidential Information and Trade Secrets, the Grantee agrees to give prompt written notice to the Company so as to permit the Company to protect its interests in confidentiality to the fullest extent possible. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law. Nothing in these Terms and Conditions prevents California or Washington employees from discussing or disclosing information about unlawful acts, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. Moreover, nothing in this Section 7 or these Terms and Conditions generally is intended to limit the exercise of Employee's rights under Section 7 of the National Labor Relations Act ("**NLRA**") including communicating with others regarding Employee's terms and conditions of employment.

◦ (k) Nothing in these Terms and Conditions shall be deemed to constitute the grant of any license or other right to the Grantee in respect of any Confidential Information and Trade Secrets or other data, tangible property, or intellectual property of the Company or any of its Affiliates.

◦ (l) Notwithstanding the foregoing, should the Grantee violate any of the restrictive covenants of these Terms and Conditions, then the period of the Grantee's breach of such covenant ("**Violation Period**") shall stop the running of the corresponding Restricted Period. Once the Grantee resumes compliance with the restrictive covenant, the Restricted Period applicable to such covenant shall be extended for a period equal to the Violation Period so that the Company enjoys the full benefit of the Grantee's compliance with the restrictive covenant for the duration of the corresponding Restricted Period.

◦ (m) In the event of a conflict between the terms of the confidentiality, non-competition or non-solicitation covenants in this Section 7 and a confidentiality, non-competition or non-solicitation covenant in a prior stock option, restricted stock unit or other equity grant agreement between the Grantee and the Company, the confidentiality, non-competition and non-solicitation covenants in this Section 7 shall control as of the Grant Date.

• **8. No Stockholder Rights.**

The Grantee has no voting rights and no other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units, except as otherwise provided in Section 4.

• **9. Retention Rights.**

◦ Neither the award of Restricted Stock Units, nor any other action taken with respect to the Restricted Stock Units, shall confer upon the Grantee any right to continue in the employ or service of the Company or a Subsidiary or shall interfere in any way with the right of the Company or a Subsidiary to terminate Grantee's employment or service at any time.

• **10. Cancellation or Amendment.**

This award may be canceled or amended by the Committee, in whole or in part, in accordance with the applicable terms of the Plan.

• **11. Notice.**

Any notice to the Company provided for in these Terms and Conditions shall be addressed to it in care of the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, PA 19087, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll system of the Company or a Subsidiary thereof, or to such other address as the Grantee may designate to the Company in writing. Any notice provided for hereunder shall be delivered by hand, sent by telecopy or electronic mail, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage and registry fee prepaid in the United States mail, or other mail delivery service. Notice to the Company shall be deemed effective upon receipt. By receipt of these Terms and Conditions, the Grantee hereby consents to the delivery of information (including without limitation, information required to be delivered to the Grantee pursuant to the applicable securities laws) regarding the Company, the Plan, and the Restricted Stock Units via the Company's electronic mail system or other electronic delivery system.

• **12. Incorporation of Plan by Reference.**

These Terms and Conditions are made pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and shall in all respects be interpreted in accordance therewith. The decisions of the Committee shall be conclusive upon any question arising hereunder. The Grantee's receipt of the Restricted Stock Units awarded under these Terms and Conditions constitutes such Grantee's acknowledgment that all decisions and determinations of the Committee with respect to the Plan, these Terms and Conditions, and/or the Restricted Stock Units shall be final and binding on the Grantee, his or her beneficiaries, and any other person having or claiming an interest in such Restricted Stock Units. The settlement of any award with respect to Restricted Stock Units is subject to the provisions of the Plan and to interpretations, regulations, and determinations concerning the Plan as established from time to time by the

Committee in accordance with the provisions of the Plan. A copy of the Plan will be furnished to each Grantee upon request. Additional copies may be obtained from the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, PA 19087.

• **13. Income Taxes; Withholding Taxes.**

The Grantee is solely responsible for the satisfaction of all taxes and penalties that may arise in connection with the Restricted Stock Units pursuant to these Terms and Conditions. At the time of taxation, the Company shall have the right to deduct from other compensation or from amounts payable with respect to the Restricted Stock Units, including by withholding shares of the Company's Common Stock to satisfy the federal (including FICA), state, local and foreign income and payroll tax withholding obligation on amounts payable in shares, in accordance with procedures authorized by the Committee and established by the Company.

• **14. Governing Law.**

Where permissible by applicable law, the validity, construction, interpretation, and effect of this instrument shall exclusively be governed by, and determined in accordance with, the applicable laws of the State of Delaware, excluding any conflicts or choice of law rule or principle.

• **15. Grant Subject to Applicable Laws and Company Policies.**

These Terms and Conditions shall be subject to any required approvals by any governmental or regulatory agencies. This award of Restricted Stock Units shall also be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time in accordance with applicable law. Notwithstanding anything in these Terms and Conditions to the contrary, the Plan, these Terms and Conditions, and the Restricted Stock Units awarded hereunder shall be subject to all applicable laws, including any laws, regulations, restrictions, or governmental guidance that becomes applicable in the event of the Company's participation in any governmental programs, and the Committee reserves the right to modify these Terms and Conditions and the Restricted Stock Units as necessary to conform to any restrictions imposed by any such laws, regulations, restrictions, or governmental guidance or to conform to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time. As a condition of participating in the Plan, and by the Grantee's acceptance of the Restricted Stock Units, the Grantee is deemed to have agreed to any such modifications that may be imposed by the Committee, and agrees to sign such waivers or acknowledgments as the Committee may deem necessary or appropriate with respect to such modifications.

• **16. Assignment.**

These Terms and Conditions shall bind and inure to the benefit of the successors and assignees of the Company. The Grantee may not sell, assign, transfer, pledge, or otherwise dispose of the Restricted Stock Units, except to a Successor Grantee in the event of the Grantee's death.

• **17. Section 409A.**

This award of Restricted Stock Units is intended to be exempt from or comply with the applicable requirements of section 409A of the Code and shall be administered in accordance with section 409A of the Code. Notwithstanding anything in these Terms and Conditions to the contrary, if the Restricted Stock Units constitute "deferred compensation" under section 409A of the Code and the Restricted Stock Units become vested and settled upon the Grantee's termination of employment, payment with respect to the Restricted Stock Units shall be delayed for a period of six months after the Grantee's termination of employment if the Grantee is a "specified employee" as defined under section 409A of the Code (as determined by the Committee), if required pursuant to section 409A of the Code. If payment is delayed, the shares of Common Stock of the Company shall be distributed within 30 days of the date that is the six-month anniversary of the Grantee's termination of employment. If the Grantee dies during the six-month delay, the shares shall be distributed in accordance with the Grantee's will or under the applicable laws of descent and distribution. Notwithstanding any provision to the contrary herein, payments made with respect to this award of Restricted Stock Units may only be made in a manner and upon an event permitted by section 409A of the Code, and all payments to be made upon a termination of employment hereunder may only be made upon a "separation from service" as defined under section 409A of the Code. To the extent that any provision of these Terms and Conditions would cause a conflict with the requirements of section 409A of the Code, or would cause the administration of the Restricted Stock Units to fail to satisfy the requirements of section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Grantee, directly or indirectly, designate the calendar year of payment. If the Restricted Stock Units constitute "deferred compensation" under section 409A of the Code and payment is subject to the execution of a release of claims in favor of the Company and its Affiliates, and if payment with respect to the Restricted Stock Units that is subject to the execution of the release could be made in more than one taxable year, payment shall be made in the later taxable year.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute and attest this instrument, and the Grantee has placed his or her signature hereon, effective as of the Grant Date set forth above.

RADIAN GROUP INC.

By: /s/ Mary Dickerson
Name: Mary Dickerson
Title: Senior Executive Vice President, Chief People and Operating Officer

By electronically acknowledging and accepting this award of Restricted Stock Units following the date of the Company's electronic notification to the Grantee, the Grantee (a) acknowledges

receipt of the Plan incorporated herein, (b) acknowledges that he or she has read the Award Summary delivered in connection with this grant of Restricted Stock Units and these Terms and Conditions and understands the terms and conditions of them, (c) accepts the award of the Restricted Stock Units described in these Terms and Conditions, (d) agrees to be bound by the terms of the Plan and these Terms and Conditions, and (e) agrees that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

EXHIBIT A

RESTRICTED TERRITORY FOR GRANTEES EMPLOYED IN LOUISIANA

If the Grantee is employed in Louisiana, the Restricted Territory (as defined in the Agreement) shall be limited to the following parishes, counties, and cities:

Acadia Parish, Allen Parish, Ascension Parish, Assumption Parish, Avoyelles Parish, Beauregard Parish, Bienville Parish, Bossier Parish, Caddo Parish, Calcasieu Parish, Caldwell Parish, Cameron Parish, Catahoula Parish, Claiborne Parish, Concordia Parish, De Soto Parish, East Baton Rouge Parish, East Carroll Parish, East Feliciana Parish, Evangeline Parish, Franklin Parish, Grant Parish, Iberia Parish, Iberville Parish, Jackson Parish, Jefferson Davis Parish, Jefferson Parish, La Salle Parish, Lafayette Parish, Lafourche Parish, Lincoln Parish, Livingston Parish, Madison Parish, Morehouse Parish, Natchitoches Parish, Orleans Parish, Ouachita Parish, Plaquemines Parish, Pointe Coupee Parish, Rapides Parish, Red River Parish, Richland Parish, Sabine Parish, St. Bernard Parish, St. Charles Parish, St. Helena Parish, St. James Parish, St. John The Baptist Parish, St. Landry Parish, St. Martin Parish, St. Mary Parish, St. Tammany Parish, Tangipahoa Parish, Tensas Parish, Terrebonne Parish, Union Parish, Vermilion Parish, Vernon Parish, Washington Parish, Webster Parish, West Baton Rouge Parish, West Carroll Parish, West Feliciana Parish, and Winn Parish.

Grantee recognizes that from time to time, the Company's business may expand to other parishes within Louisiana and/or other counties or municipalities in other states and Grantee agrees that the Company may amend Exhibit B and append it to this Agreement with the same force and effect as the original Exhibit B. The Company will provide Grantee with any and all amendments. Grantee and Company acknowledge and agree that the Company does business in, or seeks to do business in, all of the parishes contained in Exhibit B. Grantee agrees that if the Company provides Grantee with an amendment to Exhibit B that it will represent as fact that the Company does business in, or seeks to do business in, all of the geographical areas identified in such an exhibit unless the Grantee provides the Company with written notice disputing that fact within seven days of his receipt of the amendment.

RESTRICTED TERRITORY FOR GRANTEES EMPLOYED IN NEBRASKA

If the Grantee is employed in Nebraska, the Restricted Territory (as defined in the Agreement) shall be limited to 100 miles from the location where the Grantee performs their duties for the Company.

RADIAN GROUP INC.
2021 EQUITY COMPENSATION PLAN
RESTRICTED STOCK UNIT GRANT
TERMS AND CONDITIONS

These Terms and Conditions (**Terms and Conditions**) are part of the Restricted Stock Unit Grant made as of May 22, 2024 (the **Grant Date**), by Radian Group Inc., a Delaware corporation (the **Company**), to Richard G. Thornberry, an employee of the Company (the **Grantee**).

RECITALS

WHEREAS, the Radian Group Inc. 2021 Equity Compensation Plan (the **Plan**) permits the grant of Restricted Stock Units in accordance with the terms and provisions of the Plan;

WHEREAS, the Company desires to grant Restricted Stock Units to the Grantee, and the Grantee desires to accept such Restricted Stock Units, on the terms and conditions set forth herein and in the Plan; and

WHEREAS, the applicable provisions of the Plan are incorporated into these Terms and Conditions by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

• 1. Grant of Restricted Stock Units.

The Company hereby awards to the Grantee #QuantityGranted# Restricted Stock Units (hereinafter, the **Restricted Stock Units**), subject to the vesting and other conditions of these Terms and Conditions.

• 2. Vesting.

◦ (a) **General Vesting Terms.** Provided the Grantee remains employed by the Company or an Affiliate through the applicable vesting date set forth in this Section 2 (the **Vesting Date**) and meets all applicable requirements set forth in these Terms and Conditions, the Restricted Stock Units awarded under these Terms and Conditions shall vest in three substantially equal installments on each of May 15, 2025, May 15, 2026, and May 15, 2027, except as set forth in Sections 2(b), 2(c), 2(d) and 2(e) below (the period over which the Restricted Stock Units vest is referred to as the **Restriction Period**).

- (b) **Retirement.**

- (i) If the Grantee terminates employment during the Restriction Period because of the Grantee's Retirement, the Grantee's Restricted Stock Units will automatically vest in full on the date of such termination of employment.
- (ii) For purposes of these Terms and Conditions, **Retirement** shall mean the Grantee's separation from service without Cause, other than on account of death or Disability (as defined below), (A) following the Grantee's attainment of age 65 and completion of five years of service with the Company or an Affiliate, or (B) following the Grantee's attainment of age 55 and completion of 10 years of service with the Company or an Affiliate.
- (iii) For purposes of these Terms and Conditions, **Cause** shall have the meaning ascribed to the term in the Employment Agreement between the Grantee and the Company dated November 19, 2019, as amended effective March 26, 2021 (the "**Employment Agreement**"). In the event that the Committee determines that the Grantee engaged in any of the foregoing activities that are grounds for termination for Cause at any time, the Committee may determine that the Grantee's termination of employment was a termination for Cause, even if not so designated at the date of termination.

- (c) **Involuntary Termination.**

- (i) Except as set forth in Section 2(e) below, if the Grantee terminates employment on or before the first Vesting Date because of an Involuntary Termination, one-third of the Grantee's Restricted Stock Units will automatically vest on the date of such termination of employment and the remaining unvested Restricted Stock Units shall be immediately forfeited. If the Grantee terminates employment during the Restriction Period and after the first Vesting Date because of an Involuntary Termination, the Grantee's Restricted Stock Units will automatically vest in full on the date of such termination of employment.
- (ii) For purposes of these Terms and Conditions, the term **Involuntary Termination** shall mean the Grantee's separation from service from the Company and its Affiliates on account of a termination by the Company or an Affiliate without Cause, other than on account of Retirement, death or Disability; provided the Grantee signs and does not revoke a release and waiver of claims in favor of the Company and its Affiliates in a form provided by the Company or an Affiliate, as applicable. A termination by the Grantee for Good Reason under the Employment Agreement shall be deemed to be an Involuntary Termination. For purposes of these Terms and Conditions, **Good Reason** shall have the meaning ascribed to the term in the Employment Agreement.
- (d) **Death or Disability.** In the event of the Grantee's death or Disability while employed by the Company or an Affiliate during the Restriction Period, the Grantee's Restricted Stock Units will automatically vest in full on the date of the Grantee's death or Disability, as applicable. For purposes of these Terms and Conditions, the term "**Disability**" shall mean a physical or mental impairment of sufficient severity that the Grantee is both eligible for and in receipt of benefits under the long-term disability program maintained by the Company

or an Affiliate, as applicable, and that meets the requirements of a disability under section 409A of the Code, provided that the Grantee completes 30 days of active service with the Company at any time after the Grant Date and prior to the first Vesting Date. The date of Disability for purposes of these Terms and Conditions is the date on which the Grantee commences to receive such long-term disability benefits. In the event that the Grantee is not in active service on the Grant Date (for example, on account of short-term disability) and the Grantee does not return to the Company and complete 30 days of active service with the Company prior to the first Vesting Date, the award will be forfeited.

◦ (e) **Change of Control.** Notwithstanding the foregoing, if, during the Restriction Period, a Change of Control occurs and the Grantee's employment with the Company and its Affiliates is terminated by the Company or an Affiliate without Cause, or the Grantee terminates employment for Good Reason, and the Grantee's date of termination of employment (or in the event of the Grantee's termination for Good Reason, the event giving rise to Good Reason) occurs during the period beginning on the date that is 90 days before the Change of Control and ending on the date that is one year following the Change of Control, the unvested Restricted Stock Units will automatically vest as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control).

◦ (f) **Other Termination.** Except as provided in Sections 2(b), 2(c), 2(d) and 2(e), in the event of a termination of employment, the Grantee will forfeit all Restricted Stock Units that do not vest either before the termination date or on the termination date associated with such termination. Except as provided in Section 2(e), no Restricted Stock Units will vest after the Grantee's employment with the Company or an Affiliate has terminated for any reason. For clarification purposes, in the event the Grantee's employment is terminated by the Company or an Affiliate for Cause, the outstanding Restricted Stock Units held by such Grantee shall immediately terminate and be of no further force or effect.

• **3. Restricted Stock Units Account.**

The Company shall establish a bookkeeping account on its records for the Grantee and shall credit the Grantee's Restricted Stock Units to the bookkeeping account.

• **4. Dividend Equivalents.**

• Dividend equivalents shall accrue with respect to the Grantee's Restricted Stock Units and shall be payable subject to the same vesting terms and other conditions as the Restricted Stock Units to which they relate. Dividend equivalents shall be credited on the Restricted Stock Units as of the dividend record date with respect to shares of Common Stock from the Grant Date until the payment date for the vested Restricted Stock Units. The Company will keep records of dividend equivalents in a non-interest bearing bookkeeping account for the Grantee. No interest will be credited to any such account. Vested dividend equivalents shall be paid in cash at the same time and subject to the same terms as the underlying vested Restricted Stock Units. If and to the extent that the underlying Restricted Stock Units are forfeited, all related dividend equivalents shall also be forfeited. For the avoidance of doubt, if the Grantee elects to defer payment of the Restricted Stock Units under a Company deferred compensation

plan, the payment date for accrued dividend equivalents will be determined based on the terms of the applicable deferred compensation plan.

• **5. Conversion of Restricted Stock Units.**

◦ (a) Except as otherwise provided in this Section 5, if the Restricted Stock Units vest in accordance with Section 2(a), the Grantee shall be entitled to receive payment of the vested Restricted Stock Units within 90 days after the applicable Vesting Date.

◦ (b) The vested Restricted Stock Units shall be paid earlier than the applicable Vesting Date in the following circumstances:

▪ (i) If the Restricted Stock Units vest in accordance with Section 2(b) (Retirement), Section 2(c) (Involuntary Termination), or Section 2(d) (death or Disability), the Grantee shall receive payment of the vested Restricted Stock Units within 90 days after the date of the Grantee's termination of employment on account of Retirement, Involuntary Termination or death, or the date of Disability, as applicable.

▪ (ii) If a Change of Control occurs and the Grantee's employment terminates in accordance with Section 2(e), the Grantee shall receive payment of the vested Restricted Stock Units within 90 days after the date of the Grantee's termination of employment (or, if later, on the date of the Change of Control).

◦ (c) On the applicable payment date, each vested Restricted Stock Unit credited to the Grantee's account shall be settled in whole shares of Common Stock of the Company equal to the number of vested Restricted Stock Units, subject to compliance with the six-month delay described in Section 17 below, if applicable, and the payment of any federal, state, local, or foreign withholding taxes as described in Section 13 below, and subject to compliance with the Restrictive Covenants (as defined in Section 7(a) below). The obligation of the Company to distribute shares shall be subject to the rights of the Company as set forth in the Plan and to all applicable laws, rules, regulations, and such approvals by governmental agencies as may be deemed appropriate by the Committee, including as set forth in Section 15 below.

◦ (d) Notwithstanding the foregoing, if the Grantee elects to defer payment of the Restricted Stock Units under the Company's applicable deferred compensation plan, payment shall be made in the form and at the time specified under such plan.

• **6. Certain Corporate Changes.**

If any change is made to the Common Stock (whether by reason of merger, consolidation, reorganization, recapitalization, stock dividend, stock split, combination of shares, or exchange of shares or any other change in capital structure made without receipt of consideration), then unless such event or change results in the termination of all the Restricted Stock Units granted under these Terms and Conditions, the Committee shall adjust, as provided in the Plan, the number and class of shares underlying the Restricted Stock Units held by the Grantee to reflect the effect of such event or change in the Company's capital structure in such a way as to preserve

the value of the Restricted Stock Units. Any adjustment that occurs under the terms of this Section 6 or the Plan will not change the timing or form of payment with respect to any Restricted Stock Units except in accordance with section 409A of the Code.

• **7. Restrictive Covenants.**

◦ (a) The Grantee acknowledges and agrees that, in consideration for the grant of the Restricted Stock Units, the Grantee remains subject to the non-competition, non-solicitation, confidentiality, inventions assignment, and non-disparagement provisions to the extent described in (including incorporated by reference into) Section 14 of the Employment Agreement, the Restrictive Covenants Agreement dated February 8, 2017 between the Grantee and the Company, the Company's Code of Conduct (as defined in the Employment Agreement), and any other written agreements between the Company and the Grantee (collectively, the "**Restrictive Covenants**").

◦ (b) The Grantee acknowledges and agrees that in the event the Grantee breaches any of the Restrictive Covenants or the Grantee's employment is terminated by the Company or an Affiliate for Cause, including a determination by the Committee that the Grantee has engaged in any activity, at any time, that would be grounds for termination of the Grantee's employment for Cause:

◦ (i) The Committee may in its discretion determine that the Grantee shall forfeit the outstanding Restricted Stock Units (without regard to whether the Restricted Stock Units have vested, except as to the vested shares where forfeiture of vested shares is expressly prohibited by law), and the outstanding Restricted Stock Units shall immediately terminate, and

◦ (ii) The Committee may in its discretion require the Grantee to return to the Company any shares of Common Stock received in settlement of the Restricted Stock Units; provided, that if the Grantee has disposed of any shares of Common Stock received upon settlement of the Restricted Stock Units, then the Committee may require the Grantee to pay to the Company, in cash, the Fair Market Value of such shares of Common Stock as of the date of disposition. The Committee shall exercise the right of recoupment provided in this subsection (b)(ii) within (x) 180 days after the Committee's discovery of the Grantee's breach of any of the Restrictive Covenants, or (y) within 180 days after the later of (A) the Grantee's termination of employment by the Company or an Affiliate for Cause, or (B) the Committee's discovery of circumstances that, if known to the Committee, would have been grounds for termination for Cause; provided, however, that this right of recoupment shall not limit the Board's recoupment authority under any applicable clawback or recoupment policy of the Board.

• **8. No Stockholder Rights.**

The Grantee has no voting rights and no other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units, except as otherwise provided in Section 4.

• **9. Retention Rights.**

◦ Neither the award of Restricted Stock Units, nor any other action taken with respect to the Restricted Stock Units, shall confer upon the Grantee any right to continue in the employ or service of the Company or an Affiliate or shall interfere in any way with the right of the Company or an Affiliate to terminate Grantee's employment or service at any time.

• **10. Cancellation or Amendment.**

This award may be canceled or amended by the Committee, in whole or in part, in accordance with the applicable terms of the Plan.

• **11. Notice.**

Any notice to the Company provided for in these Terms and Conditions shall be addressed to it in care of the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, PA 19087, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll system of the Company or an Affiliate thereof, or to such other address as the Grantee may designate to the Company in writing. Any notice provided for hereunder shall be delivered by hand, sent by telecopy or electronic mail, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage and registry fee prepaid in the United States mail, or other mail delivery service. Notice to the Company shall be deemed effective upon receipt. By receipt of these Terms and Conditions, the Grantee hereby consents to the delivery of information (including without limitation, information required to be delivered to the Grantee pursuant to the applicable securities laws) regarding the Company, the Plan, and the Restricted Stock Units via the Company's electronic mail system or other electronic delivery system.

• **12. Incorporation of Plan by Reference.**

These Terms and Conditions are made pursuant to the terms of the Plan, the terms of which are incorporated herein by reference, and shall in all respects be interpreted in accordance therewith. The decisions of the Committee shall be conclusive upon any question arising hereunder. The Grantee's receipt of the Restricted Stock Units awarded under these Terms and Conditions constitutes such Grantee's acknowledgment that all decisions and determinations of the Committee with respect to the Plan, these Terms and Conditions, and/or the Restricted Stock Units shall be final and binding on the Grantee, his or her beneficiaries, and any other person having or claiming an interest in such Restricted Stock Units. The settlement of any award with respect to Restricted Stock Units is subject to the provisions of the Plan and to interpretations, regulations, and determinations concerning the Plan as established from time to time by the Committee in accordance with the provisions of the Plan. A copy of the Plan will be furnished to each Grantee upon request. Additional copies may be obtained from the Corporate Secretary of the Company, 550 East Swedesford Road, Suite 350, Wayne, PA 19087.

- **13. Income Taxes; Withholding Taxes.**

The Grantee is solely responsible for the satisfaction of all taxes and penalties that may arise in connection with the Restricted Stock Units pursuant to these Terms and Conditions. At the time of taxation, the Company shall have the right to deduct from other compensation or from amounts payable with respect to the Restricted Stock Units, including by withholding shares of the Company's Common Stock to satisfy the federal (including FICA), state, local and foreign income and payroll tax withholding obligation on amounts payable in shares, in accordance with procedures authorized by the Committee and established by the Company.

- **14. Governing Law.**

The validity, construction, interpretation, and effect of this instrument shall exclusively be governed by, and determined in accordance with, the applicable laws of the State of Delaware, excluding any conflicts or choice of law rule or principle.

- **15. Grant Subject to Applicable Laws and Company Policies.**

These Terms and Conditions shall be subject to any required approvals by any governmental or regulatory agencies. This award of Restricted Stock Units shall also be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time in accordance with applicable law. Notwithstanding anything in these Terms and Conditions to the contrary, the Plan, these Terms and Conditions, and the Restricted Stock Units awarded hereunder shall be subject to all applicable laws, including any laws, regulations, restrictions, or governmental guidance that becomes applicable in the event of the Company's participation in any governmental programs, and the Committee reserves the right to modify these Terms and Conditions and the Restricted Stock Units as necessary to conform to any restrictions imposed by any such laws, regulations, restrictions, or governmental guidance or to conform to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time. As a condition of participating in the Plan, and by the Grantee's acceptance of the Restricted Stock Units, the Grantee is deemed to have agreed to any such modifications that may be imposed by the Committee, and agrees to sign such waivers or acknowledgments as the Committee may deem necessary or appropriate with respect to such modifications.

- **16. Assignment.**

These Terms and Conditions shall bind and inure to the benefit of the successors and assignees of the Company. The Grantee may not sell, assign, transfer, pledge, or otherwise dispose of the Restricted Stock Units, except to a Successor Grantee in the event of the Grantee's death.

- **17. Section 409A.**

This award of Restricted Stock Units is intended to be exempt from or comply with the applicable requirements of section 409A of the Code and shall be administered in accordance

with section 409A of the Code. Notwithstanding anything in these Terms and Conditions to the contrary, if the Restricted Stock Units constitute “deferred compensation” under section 409A of the Code and the Restricted Stock Units become vested and settled upon the Grantee’s termination of employment, payment with respect to the Restricted Stock Units shall be delayed for a period of six months after the Grantee’s termination of employment if the Grantee is a “specified employee” as defined under section 409A of the Code (as determined by the Committee), if required pursuant to section 409A of the Code. If payment is delayed, the shares of Common Stock of the Company shall be distributed within 30 days of the date that is the six-month anniversary of the Grantee’s termination of employment. If the Grantee dies during the six-month delay, the shares shall be distributed in accordance with the Grantee’s will or under the applicable laws of descent and distribution. Notwithstanding any provision to the contrary herein, payments made with respect to this award of Restricted Stock Units may only be made in a manner and upon an event permitted by section 409A of the Code, and all payments to be made upon a termination of employment hereunder may only be made upon a “separation from service” as defined under section 409A of the Code. To the extent that any provision of these Terms and Conditions would cause a conflict with the requirements of section 409A of the Code, or would cause the administration of the Restricted Stock Units to fail to satisfy the requirements of section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Grantee, directly or indirectly, designate the calendar year of payment. If the Restricted Stock Units constitute “deferred compensation” under section 409A of the Code and payment is subject to the execution of a release of claims in favor of the Company and its Affiliates, and if payment with respect to the Restricted Stock Units that is subject to the execution of the release could be made in more than one taxable year, payment shall be made in the later taxable year.

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute and attest this instrument, and the Grantee has placed his or her signature hereon, effective as of the Grant Date set forth above.

RADIAN GROUP INC.

By: /s/ Mary Dickerson
Name: Mary Dickerson
Title: Senior Executive Vice President, Chief People and Operating Officer

By electronically acknowledging and accepting this award of Restricted Stock Units following the date of the Company's electronic notification to the Grantee, the Grantee (a) acknowledges receipt of the Plan incorporated herein, (b) acknowledges that he or she has read the Award Summary delivered in connection with this grant of Restricted Stock Units and these Terms and Conditions and understands the terms and conditions of them, (c) accepts the award of the Restricted Stock Units described in these Terms and Conditions, (d) agrees to be bound by the terms of the Plan and these Terms and Conditions, and (e) agrees that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

CERTIFICATIONS

I, Richard G. Thornberry, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Radian Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

/s/ RICHARD G. THORNBERRY

Richard G. Thornberry
Chief Executive Officer

I, Sumita Pandit, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Radian Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

/s/ SUMITA PANDIT

Sumita Pandit

Senior Executive Vice President, Chief Financial Officer

Section 1350 Certifications

I, Richard G. Thornberry, Chief Executive Officer of Radian Group Inc., and I, Sumita Pandit, Senior Executive Vice President, Chief Financial Officer of Radian Group Inc., certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 (the "Periodic Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of Radian Group Inc.

Date: August 2, 2024

/s/ RICHARD G. THORNBERRY

Richard G. Thornberry
Chief Executive Officer

Date: August 2, 2024

/s/ SUMITA PANDIT

Sumita Pandit
Senior Executive Vice President, Chief Financial Officer