

**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, 2017

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

Radian Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1601 Market Street, Philadelphia, PA

(Address of principal executive offices)

23-2691170

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

19103

(Zip Code)

(215) 231-1000

(Registrant's telephone number, including area code)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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

(Do not check if a smaller reporting 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: 215,263,996 shares of common stock, \$0.001 par value per share, outstanding on August 3, 2017.

TABLE OF CONTENTS

	<u>Page Number</u>
<u>Glossary of Abbreviations and Acronyms</u>	3
<u>Cautionary Note Regarding Forward-Looking Statements—Safe Harbor Provisions</u>	7
<u>PART I—FINANCIAL INFORMATION</u>	
Item 1.	9
<u>Financial Statements (Unaudited)</u>	9
<u>Condensed Consolidated Balance Sheets</u>	9
<u>Condensed Consolidated Statements of Operations</u>	10
<u>Condensed Consolidated Statements of Comprehensive Income (Loss)</u>	11
<u>Condensed Consolidated Statements of Changes in Common Stockholders' Equity</u>	12
<u>Condensed Consolidated Statements of Cash Flows</u>	13
<u>Notes to Unaudited Condensed Consolidated Financial Statements</u>	14
<u>Note 1 - Condensed Consolidated Financial Statements—Business Overview and Significant Accounting Policies</u>	14
<u>Note 2 - Net Income (Loss) Per Share</u>	18
<u>Note 3 - Segment Reporting</u>	19
<u>Note 4 - Fair Value of Financial Instruments</u>	23
<u>Note 5 - Investments</u>	25
<u>Note 6 - Goodwill and Other Intangible Assets, Net</u>	29
<u>Note 7 - Reinsurance</u>	33
<u>Note 8 - Other Assets</u>	34
<u>Note 9 - Income Taxes</u>	34
<u>Note 10 - Losses and Loss Adjustment Expense</u>	36
<u>Note 11 - Long-Term Debt</u>	39
<u>Note 12 - Commitments and Contingencies</u>	41
<u>Note 13 - Capital Stock</u>	43
<u>Note 14 - Accumulated Other Comprehensive Income (Loss)</u>	43
<u>Note 15 - Statutory Information</u>	44
Item 2.	46
<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	46
Item 3.	80
<u>Quantitative and Qualitative Disclosures About Market Risk</u>	80
Item 4.	82
<u>Controls and Procedures</u>	82
<u>PART II—OTHER INFORMATION</u>	
Item 1.	83
<u>Legal Proceedings</u>	83
Item 1A.	84
<u>Risk Factors</u>	84
Item 2.	84
<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	84
Item 5.	85
<u>Other Information</u>	85
Item 6.	85
<u>Exhibits</u>	85
<u>SIGNATURES</u>	86
<u>EXHIBIT INDEX</u>	87

GLOSSARY OF ABBREVIATIONS AND ACRONYMS

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.

Term	Definition
2014 Master Policy	Radian Guaranty's Master Policy that became effective October 1, 2014
2016 Form 10-K	Annual Report on Form 10-K for the year ended December 31, 2016
ABS	Asset-backed securities
Alt-A	Alternative-A loans, representing loans for which the underwriting documentation is generally limited as compared to fully documented loans (considered a non-prime loan grade)
AOCI	Accumulated other comprehensive income (loss)
Appeals	Internal Revenue Service Office of Appeals
Available Assets	As defined in the PMIERS, assets primarily including the liquid assets of a mortgage insurer and its exclusive affiliated reinsurers, and reduced by premiums received but not yet earned
Back-end	With respect to credit risk transfer programs established by the GSEs, policies written on loans that are already part of an existing GSE portfolio, as contrasted with loans that are to be purchased by the GSEs in the future
BofA Settlement Agreement	The Confidential Settlement Agreement and Release dated September 16, 2014, by and among Radian Guaranty and Countrywide Home Loans, Inc. and Bank of America, N.A., as a successor to BofA Home Loan Servicing f/k/a Countrywide Home Loan Servicing LP, entered into in order to resolve various actual and potential claims or disputes as to mortgage insurance coverage on certain Subject Loans
Claim Curtailment	Our legal right, under certain conditions, to reduce the amount of a claim, including due to servicer negligence
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
Clayton	Clayton Holdings LLC, a Delaware domiciled indirect non-insurance subsidiary of Radian Group
CMBS	Commercial mortgage-backed securities
Convertible Senior Notes due 2017	Our 3.000% convertible unsecured senior notes due November 2017 (\$450 million original principal amount)
Convertible Senior Notes due 2019	Our 2.250% convertible unsecured senior notes due March 2019 (\$400 million original principal amount)
Cures	Loans that were in default as of the beginning of a period and are no longer in default because payments were received and the loan is no longer 60 or more days past due
Default to Claim Rate	The assumed percentage of defaulted loans that will result in a claim
Deficiency Amount	The assessed tax liabilities, penalties and interest associated with a formal notice of deficiency letter from the IRS
Exchange Act	Securities Exchange Act of 1934, as amended
Fannie Mae	Federal National Mortgage Association
FASB	Financial Accounting Standards Board
FHA	Federal Housing Administration
FHFA	Federal Home Finance Agency
FHLB	Federal Home Loan Bank of Pittsburgh

Term	Definition
FICO	Fair Isaac Corporation ("FICO") credit scores used throughout this report, for Radian's portfolio statistics, represent the borrower's credit score at origination and, in circumstances where there is more than one borrower, the FICO score for the primary borrower is utilized
Foreclosure Stage Default	The Stage of Default indicating that the foreclosure sale has been scheduled or held
Freddie Mac	Federal Home Loan Mortgage Corporation
Freddie Mac Agreement	The Master Transaction Agreement between Radian Guaranty and Freddie Mac entered into in August 2013
Front-end	With respect to credit risk transfer programs established by the GSEs, policies written on loans that are to be purchased by the GSEs in the future, as contrasted with loans that are already part of an existing GSE portfolio
Future Legacy Loans	With respect to the BofA Settlement Agreement, Legacy Loans where a claim decision has been or will be communicated by Radian Guaranty after February 13, 2013
GAAP	Accounting principles generally accepted in the United States of America
Green River Capital	Green River Capital LLC, a wholly-owned subsidiary of Clayton
GSEs	Government-Sponsored Enterprises (Fannie Mae and Freddie Mac)
HARP	Home Affordable Refinance Program
IBNR	Losses incurred but not reported
IIF	Insurance in force, equal to the aggregate unpaid principal balances of the underlying loans
IRS	Internal Revenue Service
JCT	Congressional Joint Committee on Taxation
LAE	Loss adjustment expenses, which include the cost of investigating and adjusting losses and paying claims
Legacy Loans	With respect to the BofA Settlement Agreement, loans that were originated or acquired by an Insured and were insured by Radian Guaranty prior to January 1, 2009, excluding such loans that were refinanced under HARP 2 (the FHFA's extension of and enhancements to HARP)
Legacy Portfolio	Mortgage insurance written during the poor underwriting years of 2005 through 2008, together with business written prior to 2005
Loss Mitigation Activity/Activities	Activities such as Rescissions, Claim Denials, Claim Curtailments and cancellations
LTV	Loan-to-value ratio, calculated as the percentage of the original loan amount to the original value of the property
Master Policies	The Prior Master Policy and the 2014 Master Policy, collectively
Minimum Required Assets	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
Model Act	Mortgage Guaranty Insurers Model Act
Monthly and Other	Insurance policies where premiums are paid on a monthly or other installment basis, excluding Single Premium Policies
Monthly Premium Policies	Insurance policies where premiums are paid on a monthly installment basis
Mortgage Insurance	Radian's Mortgage Insurance business segment, which provides credit-related insurance coverage, principally through private mortgage insurance, to mortgage lending institutions
NAIC	National Association of Insurance Commissioners
NIW	New insurance written

Term	Definition
NOL	Net operating loss; for tax purposes, accumulated during years the company reported more tax deductions than taxable income. NOLs may be carried back or carried forward a certain number of years, depending on each jurisdiction, thus reducing the company's tax liability
Notices of Deficiency	Formal letters from the IRS informing the taxpayer of an IRS determination of tax deficiency and appeal rights
OCI	Other comprehensive income (loss)
Persistency Rate	The percentage of insurance in force that remains in force over a period of time
PMIERS	Private Mortgage Insurer Eligibility Requirements effective on December 31, 2015, issued by the GSEs under oversight of the FHFA to set forth requirements an approved insurer must meet and maintain to provide mortgage guaranty insurance on loans acquired by the GSEs
Pool Insurance	Pool Insurance differs from primary insurance in that our maximum liability is not limited to a specific coverage percentage on an individual mortgage loan. Instead, an aggregate exposure limit, or "stop loss," is applied to the initial aggregate loan balance on a group or "pool" of mortgages
Post-legacy	The time period subsequent to 2008
Prior Master Policy	Radian Guaranty's master insurance policy in effect prior to the effective date of its 2014 Master Policy
QSR Transactions	The quota share reinsurance agreements entered into with a third-party reinsurance provider in the second and fourth quarters of 2012, collectively
Radian	Radian Group Inc. together with its consolidated subsidiaries
Radian Group	Radian Group Inc., the registrant
Radian Guaranty	Radian Guaranty Inc., a Pennsylvania domiciled insurance subsidiary of Radian Group
Radian Reinsurance	Radian Reinsurance Inc., a Pennsylvania domiciled insurance subsidiary of Radian Group
RBC States	Risk-based capital states, which are those states that currently impose a statutory or regulatory risk-based capital requirement
Red Bell	Red Bell Real Estate, LLC, a wholly-owned subsidiary of Clayton
Reinstatements	Reversals of previous Rescissions, Claim Denials and Claim Curtailments
REMIC	Real Estate Mortgage Investment Conduit
REO	Real estate owned
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 insurance, RIF is equal to the underlying loan unpaid principal balance multiplied by the insurance coverage percentage, whereas for Pool Insurance it represents the remaining exposure under the agreements
Risk-to-capital	Under certain state regulations, a minimum ratio of statutory capital calculated relative to the level of net RIF
RMBS	Residential mortgage-backed securities
S&P	Standard & Poor's Financial Services LLC
SAPP	Statutory accounting principles and practices include 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
Second-lien	Second-lien mortgage loan

Term	Definition
Senior Notes due 2017	Our 9.000% unsecured senior notes due June 2017 (\$195.5 million principal amount)
Senior Notes due 2019	Our 5.500% unsecured senior notes due June 2019 (\$300 million principal amount)
Senior Notes due 2020	Our 5.250% unsecured senior notes due June 2020 (\$350 million principal amount)
Senior Notes due 2021	Our 7.000% unsecured senior notes due March 2021 (\$350 million principal amount)
Services	Radian's Services business segment, which provides mortgage- and real estate-related products and services to the mortgage finance market
Servicing Only Loans	With respect to the BofA Settlement Agreement, loans other than Legacy Loans that were or are serviced by Countrywide Home Loans, Inc. and Bank of America, N.A., as a successor to BofA Home Loan Servicing f/k/a Countrywide Home Loans Servicing LP (the "Insureds") and were 90 days or more past due as of July 31, 2014, or, if servicing has been transferred to a servicer other than the Insureds, 90 days or more past due as of the transfer date
SFR	Single family rental
Single Premium Policy/Policies	Insurance policies where premiums are paid in a single payment and 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)
Single Premium QSR Transaction	Quota share reinsurance agreement entered into with a panel of third-party reinsurance providers in the first quarter of 2016
Stage of Default	The stage a loan is in relative to the foreclosure process, based on whether a foreclosure sale has been scheduled or held
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
Subject Loans	Loans covered under the BofA Settlement Agreement, comprising Legacy Loans and Servicing Only Loans
Time in Default	The time period from the point a loan reaches default status (based on the month the default occurred) to the current reporting date
U.S. Treasury	United States Department of the Treasury
VA	U.S. Department of Veterans Affairs
ValuAmerica	ValuAmerica, Inc., a wholly-owned subsidiary of Clayton

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 of 1933, Section 21E of the Exchange Act and the U.S. 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. Any forward-looking statement is not a guarantee of future performance and actual results could differ materially from those contained in the forward-looking statement. 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. 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, 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:

- changes in general economic and political conditions, including unemployment rates, interest rates and changes in housing and mortgage credit markets, that impact the size of the insurable market, the credit performance of our insured portfolio, and the business opportunities in our Services business;
- 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 and other applicable requirements imposed by the FHFA and by the GSEs to insure loans purchased by the GSEs;
- our ability to successfully execute and implement our capital plans and to maintain sufficient holding company liquidity to meet our short- and long-term liquidity needs;
- our ability to successfully execute and implement our business plans and strategies, including plans and strategies to reposition our Services business as well as plans and strategies that require GSE and/or regulatory approvals and licenses;
- our ability to maintain an adequate level of capital in our insurance subsidiaries to satisfy existing and future state regulatory requirements;
- changes in the charters or business practices of, or rules or regulations imposed by or applicable to, the GSEs, including the GSEs’ interpretation and application of the PMIERS to our mortgage insurance business;
- changes in the current housing finance system in the U.S., including the role of the FHA, the GSEs and private mortgage insurers in this system;
- any disruption in the servicing of mortgages covered by our insurance policies, as well as poor servicer performance;
- a significant decrease in the Persistency Rates of our mortgage insurance policies;
- competition in our mortgage insurance business, including price competition and competition from the FHA, VA and other forms of credit enhancement;
- the effect of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) on the financial services industry in general, and on our businesses in particular;
- the adoption of new laws and regulations, or changes in existing laws and regulations (including the Dodd-Frank Act), 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 or have other effects on our business;

- the amount and timing of potential payments or adjustments associated with federal or other tax examinations, including deficiencies assessed by the IRS resulting from its examination of our 2000 through 2007 tax years, which we are currently contesting;
- the possibility that we may fail to estimate accurately the likelihood, magnitude and timing of losses in connection with establishing loss reserves for our mortgage insurance business;
- volatility in our results of operations caused by changes in the fair value of our assets and liabilities, including a significant portion of our investment portfolio;
- potential future impairment charges related to our goodwill and other intangible assets, and uncertainties regarding our ability to execute our restructuring plans within expected costs;
- changes in GAAP or SAPP rules and guidance, or their interpretation;
- our ability to attract and retain key employees; and
- legal and other limitations on dividends and other amounts we may receive from our subsidiaries.

For more information regarding these risks and uncertainties as well as certain additional risks that we face, you should refer to the Risk Factors detailed in Item 1A of our 2016 Form 10-K, and in our subsequent quarterly and other reports 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)

Radian Group Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

<u>(\$ in thousands, except per-share amounts)</u>	June 30, 2017	December 31, 2016
Assets		
Investments (Note 5)		
Fixed-maturities available for sale—at fair value (amortized cost \$3,129,901 and \$2,856,468)	\$ 3,158,843	\$ 2,838,512
Equity securities available for sale—at fair value (cost \$176,930 and \$1,330)	176,808	1,330
Trading securities—at fair value	708,788	879,862
Short-term investments—at fair value	538,620	741,531
Other invested assets	783	1,195
Total investments	4,583,842	4,462,430
Cash	56,918	52,149
Restricted cash	25,486	9,665
Accounts and notes receivable	78,540	77,631
Deferred income taxes, net (Note 9)	389,759	411,798
Goodwill and other intangible assets, net (Note 6)	69,857	276,228
Prepaid reinsurance premium	235,349	229,438
Other assets (Note 8)	377,355	343,835
Total assets	<u>\$ 5,817,106</u>	<u>\$ 5,863,174</u>
Liabilities and Stockholders' Equity		
Unearned premiums	\$ 702,210	\$ 681,222
Reserve for losses and loss adjustment expense ("LAE") (Note 10)	651,591	760,269
Long-term debt (Note 11)	989,010	1,069,537
Reinsurance funds withheld	180,991	158,001
Other liabilities	379,144	321,859
Total liabilities	2,902,946	2,990,888
Commitments and contingencies (Note 12)		
Equity component of currently redeemable convertible senior notes (Note 11)	16	—
Stockholders' equity		
Common stock: par value \$.001 per share; 485,000,000 shares authorized at June 30, 2017 and December 31, 2016; 232,757,360 and 232,091,921 shares issued at June 30, 2017 and December 31, 2016, respectively; 215,174,898 and 214,521,079 shares outstanding at June 30, 2017 and December 31, 2016, respectively	233	232
Treasury stock, at cost: 17,582,462 and 17,570,842 shares at June 30, 2017 and December 31, 2016, respectively	(893,531)	(893,332)
Additional paid-in capital	2,743,872	2,779,891
Retained earnings	1,045,453	997,890
Accumulated other comprehensive income (loss) ("AOCI") (Note 14)	18,117	(12,395)
Total stockholders' equity	2,914,144	2,872,286
Total liabilities and stockholders' equity	<u>\$ 5,817,106</u>	<u>\$ 5,863,174</u>

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

(In thousands, except per-share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenues:				
Net premiums earned—insurance	\$ 229,096	\$ 229,085	\$ 450,896	\$ 450,035
Services revenue	37,802	40,263	75,829	73,112
Net investment income	30,071	28,839	61,103	56,040
Net gains (losses) on investments and other financial instruments	5,331	30,527	2,480	61,813
Other income	612	1,454	1,358	2,120
Total revenues	302,912	330,168	591,666	643,120
Expenses:				
Provision for losses	17,222	49,725	64,135	92,716
Policy acquisition costs	6,123	5,393	12,852	11,782
Cost of services	25,635	27,365	54,010	50,915
Other operating expenses	68,750	63,173	137,127	120,361
Interest expense	16,179	22,546	32,117	44,080
Loss on induced conversion and debt extinguishment (Note 11)	1,247	2,108	5,703	57,678
Impairment of goodwill (Note 6)	184,374	—	184,374	—
Amortization and impairment of other intangible assets	18,856	3,311	22,152	6,639
Total expenses	338,386	173,621	512,470	384,171
Pretax income (loss)	(35,474)	156,547	79,196	258,949
Income tax provision (benefit)	(8,132)	58,435	30,066	94,588
Net income (loss)	\$ (27,342)	\$ 98,112	\$ 49,130	\$ 164,361
Net income (loss) per share:				
Basic	\$ (0.13)	\$ 0.46	\$ 0.23	\$ 0.79
Diluted	\$ (0.13)	\$ 0.44	\$ 0.22	\$ 0.73
Weighted-average number of common shares outstanding—basic	215,152	214,274	215,054	208,991
Weighted-average number of common and common equivalent shares outstanding—diluted	215,152	226,203	220,474	232,945
Dividends per share	\$ 0.0025	\$ 0.0025	\$ 0.0050	\$ 0.0050

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net income (loss)	\$ (27,342)	\$ 98,112	\$ 49,130	\$ 164,361
Other comprehensive income (loss), net of tax (Note 14):				
Unrealized gains (losses) on investments:				
Unrealized holding gains (losses) arising during the period	20,239	40,297	27,606	79,671
Less: Reclassification adjustment for net gains (losses) included in net income (loss)	(1,167)	758	(2,798)	(1,399)
Net unrealized gains (losses) on investments	21,406	39,539	30,404	81,070
Net foreign currency translation adjustments	74	(225)	108	(310)
Net actuarial gains (losses)	—	—	—	(178)
Other comprehensive income (loss), net of tax	21,480	39,314	30,512	80,582
Comprehensive income (loss)	\$ (5,862)	\$ 137,426	\$ 79,642	\$ 244,943

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc.

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN COMMON STOCKHOLDERS' EQUITY (UNAUDITED)

(In thousands)	Six Months Ended June 30,	
	2017	2016
Common Stock		
Balance, beginning of period	\$ 232	\$ 224
Impact of extinguishment of Convertible Senior Notes due 2017 and 2019 (Note 11)	—	17
Issuance of common stock under incentive and benefit plans	1	—
Shares repurchased under share repurchase program (Note 13)	—	(9)
Balance, end of period	<u>233</u>	<u>232</u>
Treasury Stock		
Balance, beginning of period	(893,332)	(893,176)
Repurchases of common stock under incentive plans	(199)	—
Balance, end of period	<u>(893,531)</u>	<u>(893,176)</u>
Additional Paid-in Capital		
Balance, beginning of period	2,779,891	2,716,618
Issuance of common stock under incentive and benefit plans	3,840	726
Share-based compensation	7,676	14,428
Impact of extinguishment of Convertible Senior Notes due 2017 and 2019 (Note 11)	(52,352)	149,543
Cumulative effect of adoption of the accounting standard update for share-based payment transactions	756	—
Termination of capped calls (Note 11)	4,083	—
Change in equity component of currently redeemable convertible senior notes	(16)	—
Shares repurchased under share repurchase program (Note 13)	(6)	(100,179)
Balance, end of period	<u>2,743,872</u>	<u>2,781,136</u>
Retained Earnings		
Balance, beginning of period	997,890	691,742
Net income (loss)	49,130	164,361
Dividends declared	(1,076)	(1,033)
Cumulative effect of adoption of the accounting standard update for share-based payment transactions, net of tax	(491)	—
Balance, end of period	<u>1,045,453</u>	<u>855,070</u>
Accumulated Other Comprehensive Income (Loss) ("AOCI")		
Balance, beginning of period	(12,395)	(18,477)
Net foreign currency translation adjustment, net of tax	108	(310)
Net unrealized gains (losses) on investments, net of tax	30,404	81,070
Net actuarial gains (losses)	—	(178)
Balance, end of period	<u>18,117</u>	<u>62,105</u>
Total Stockholders' Equity	<u>\$ 2,914,144</u>	<u>\$ 2,805,367</u>

See Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group Inc.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(In thousands)	Six Months Ended June 30,	
	2017	2016
Cash flows from operating activities:		
Net cash provided by (used in) operating activities	\$ 206,412	\$ 150,796
Cash flows from investing activities:		
Proceeds from sales of:		
Fixed-maturity investments available for sale	649,687	306,575
Equity securities available for sale	18,103	74,868
Trading securities	130,022	150,118
Proceeds from redemptions of:		
Fixed-maturity investments available for sale	260,848	137,909
Trading securities	43,603	60,127
Purchases of:		
Fixed-maturity investments available for sale	(1,147,875)	(1,170,474)
Equity securities available for sale	(193,409)	—
Sales, redemptions and (purchases) of:		
Short-term investments, net	201,942	276,292
Other assets and other invested assets, net	412	1,157
Purchases of property and equipment, net	(13,444)	(16,626)
Acquisitions, net of cash acquired	(86)	—
Net cash provided by (used in) investing activities	(50,197)	(180,054)
Cash flows from financing activities:		
Dividends paid	(1,076)	(1,033)
Issuance of long-term debt, net	—	343,549
Purchases and redemptions of long-term debt	(141,686)	(208,251)
Proceeds from termination of capped calls	4,083	—
Issuance of common stock	3,123	65
Purchase of common shares	(6)	(100,188)
Excess tax benefits from share-based awards (Note 1)	—	63
Repayment of other borrowings	(140)	(206)
Net cash provided by (used in) financing activities	(135,702)	33,999
Effect of exchange rate changes on cash and restricted cash	77	(279)
Increase (decrease) in cash and restricted cash	20,590	4,462
Cash and restricted cash, beginning of period	61,814	59,898
Cash and restricted cash, end of period	\$ 82,404	\$ 64,360

See Notes to Unaudited Condensed Consolidated Financial Statements.

1. Condensed Consolidated Financial Statements—Business Overview and Significant Accounting Policies**Business Overview**

We provide mortgage insurance on first-lien mortgage loans, and products and services to the real estate and mortgage finance industries through our two business segments—Mortgage Insurance and Services.

Mortgage Insurance

Our Mortgage Insurance segment provides credit-related insurance coverage, principally through private mortgage insurance, to mortgage lending institutions nationwide. Private mortgage insurance helps protect mortgage lenders and third-party beneficiaries 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 homes. Private mortgage insurance also facilitates the sale of these low down payment mortgage loans in the secondary mortgage market, most of which are sold to the GSEs.

Our Mortgage Insurance segment currently offers primary mortgage insurance coverage on residential first-lien mortgage loans, which comprised 98.2% of our \$49.8 billion total direct RIF as of June 30, 2017. At June 30, 2017, Pool Insurance represented 1.7% of our total direct RIF. We provide our mortgage insurance products and services mainly through our wholly-owned subsidiary, Radian Guaranty.

The GSEs and state insurance regulators impose various capital and financial requirements on our insurance subsidiaries. These include Risk-to-capital, other risk-based capital measures and surplus requirements, as well as the PMIERS financial requirements. Failure to comply with these capital and financial requirements could limit the amount of insurance that our insurance subsidiaries may write. The GSEs and state insurance regulators also possess significant discretion with respect to our insurance subsidiaries and their business. See Note 15 for additional regulatory information.

Private mortgage insurers, including Radian Guaranty, are required to comply with the PMIERS to remain eligible insurers of loans purchased by the GSEs. At June 30, 2017, Radian Guaranty is an approved mortgage insurer under the PMIERS and is in compliance with the PMIERS financial requirements.

The PMIERS are comprehensive, covering virtually all aspects of a private mortgage insurer's business and operations, including internal risk management and quality controls, the relationship between the GSEs and the approved insurer as well as the approved insurer's financial condition. The GSEs have a broad range of consent rights to approve various actions of the approved insurer. If Radian Guaranty is unable to satisfy the requirements set forth in the PMIERS, the GSEs could restrict it from conducting certain types of business with them or take actions that may include not purchasing loans insured by Radian Guaranty. See Note 1 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for additional information about the PMIERS.

The PMIERS specifically provide that the factors that are applied to determine a mortgage insurer's Minimum Required Assets are to be updated every two years. The GSEs have recently informed us that they expect updates to the PMIERS will become effective in the fourth quarter of 2018. Based on this timing, we expect to receive a draft of the recommended changes late this year and to then engage in an iterative process with the GSEs and FHFA before the updated PMIERS are finalized. The GSEs will provide approved insurers with an implementation period of at least 180 days after the updated requirements are finalized and prior to their effective date.

Services

Our Services segment provides services and solutions to the real estate and mortgage finance industries. Our Services segment provides analytics and outsourced services, including residential loan due diligence and underwriting, valuations, servicing surveillance, title and escrow, and consulting services. We provide these services to buyers and sellers of, and investors in, mortgage- and real estate-related loans and securities as well as other consumer ABS. These services and solutions are provided primarily through Clayton and its subsidiaries, including Green River Capital, Red Bell and ValuAmerica. The primary lines of business in our Services segment currently include:

- loan review, underwriting and due diligence;
- real estate valuation and component services that provide outsourcing and technology solutions for the SFR and residential real estate markets, as well as outsourced solutions for appraisal, title and closing services;
- surveillance services, including surveillance services for RMBS and other consumer ABS, loan servicer oversight, loan-level servicing compliance reviews and operational reviews of mortgage servicers and originators;
- REO management services; and
- services for the United Kingdom and European mortgage markets through our EuroRisk operations.

2017 Developments

During the second quarter of 2017, we recorded a goodwill impairment charge of \$184.4 million, as well as an impairment charge for other intangible assets of \$15.8 million, in each case related to our Services segment. These charges were primarily due to changes in expectations regarding the future growth of certain Services product lines resulting from changes in our business strategy, combined with market trends observed during the second quarter of 2017 that we expect to persist. As a result, as of June 30, 2017 the remaining balances of goodwill and other intangible assets reported in our condensed consolidated balance sheet were \$10.9 million and \$58.9 million, respectively. See Note 6 for additional information.

During the second quarter of 2017, we entered into privately negotiated agreements to purchase a portion of our outstanding Convertible Senior Notes due 2017 in an aggregate principal amount of \$21.6 million. We funded the purchases with \$31.6 million in cash (plus accrued and unpaid interest due on the purchased notes). These purchases of Convertible Senior Notes due 2017 resulted in a loss on induced conversion and debt extinguishment of \$1.2 million. See Note 11 for additional information on this transaction.

On January 27, 2017, we settled our obligations with respect to the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019 for a cash payment of \$110.1 million, resulting in a loss on induced conversion and debt extinguishment of \$4.5 million. As of the settlement date, this transaction resulted in an aggregate decrease of 6.4 million diluted shares for purposes of determining diluted net income per share. See Note 11 for additional information.

Significant Accounting Policies

Basis of Presentation

Our condensed consolidated financial statements include the accounts of Radian Group Inc. and its subsidiaries. We refer to Radian Group Inc. together with its consolidated subsidiaries as “Radian,” the “Company,” “we,” “us” or “our,” unless the context requires otherwise. We generally refer to Radian Group Inc. alone, without its consolidated subsidiaries, as “Radian Group.” 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.

Our condensed consolidated financial statements are prepared in accordance with GAAP and include the accounts of all wholly-owned subsidiaries. All intercompany accounts and transactions, and intercompany profits and losses, have been eliminated. 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.

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 and cash flows for the interim periods presented. Such adjustments are of a normal recurring nature. The year-end condensed balance sheet data was derived from our audited financial statements, but does not include all disclosures required by GAAP. These interim financial statements should be read in conjunction with the audited financial statements and notes thereto included in our 2016 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. Certain prior period amounts have been reclassified to conform to current period presentation.

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 2016 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 2016 Form 10-K, other than described below.

In performing the quantitative analysis for our goodwill impairment test as of June 30, 2017, we elected to early adopt the update to the accounting standard regarding goodwill and other intangibles, as discussed below in “—*Accounting Standards Adopted During 2017*.” This update simplifies the subsequent measurement of goodwill by eliminating step two of the goodwill impairment test. Under the new guidance, if indicators for impairment are present, we perform a quantitative analysis to evaluate our long-lived assets for potential impairment, and then determine the amount of the goodwill impairment by comparing a reporting unit’s fair value to its carrying amount. After adjusting the carrying value for any impairment of other intangibles or long-lived assets, an impairment charge is recognized for any excess of the reporting unit’s carrying amount over the reporting unit’s estimated fair value, up to the full amount of the goodwill allocated to the reporting unit.

Other than the change to adopt the update to the accounting standard that eliminates step two of the goodwill impairment test, as described above, our accounting policy with regard to goodwill and other intangible assets has remained unchanged from that described in Notes 2 and 7 of Notes to Consolidated Financial Statements in our 2016 Form 10-K.

Recent Accounting Pronouncements

Accounting Standards Adopted During 2017. In March 2016, the FASB issued an update to the accounting standards for share-based payment transactions, including: (i) accounting for income taxes; (ii) classification of excess tax benefits on the statement of cash flows; (iii) forfeitures; (iv) minimum statutory tax withholding requirements; (v) classification of employee taxes paid on the statement of cash flows when an employer withholds shares for tax withholding purposes; (vi) the practical expedient for estimating the expected term; and (vii) intrinsic value. Among other things, the update requires: (i) all excess tax benefits and tax deficiencies to be recognized as income tax expense or benefit in the income statement as they occur; (ii) recognition of excess tax benefits, regardless of whether the benefits reduce taxes payable in the current period; and (iii) excess tax benefits to be classified along with other cash flows as an operating activity, rather than separated from other income tax cash flows as a financing activity. This update is effective for public companies for fiscal years beginning after December 15, 2016. Our adoption of this update, effective January 1, 2017, had an immaterial impact on our financial statements at implementation. As a result of implementing this new standard, however, we expect the potential for limited increased volatility in our effective tax rate and net earnings, and possible additional dilution in earnings per share calculations.

In January 2017, the FASB issued an update to the accounting standard regarding goodwill and other intangibles. This update simplifies the subsequent measurement of goodwill by eliminating step two of the goodwill impairment test. Instead, an entity should perform its annual or interim goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and recognize an impairment charge for any excess of the reporting unit’s carrying amount over the reporting unit’s estimated fair value, after adjusting the carrying value for any impairment of other intangibles or long-lived assets. The provisions of this update are effective for interim and annual goodwill impairment tests in fiscal years beginning after December 15, 2019, with early adoption permitted for interim or annual goodwill impairment tests performed after January 1, 2017. We elected to early adopt this update to perform the quantitative analysis for our goodwill impairment test as of June 30, 2017. See “—*Other Significant Accounting Policies*,” above, and Note 6 for additional information.

Accounting Standards Not Yet Adopted. In May 2014, the FASB issued an update to the accounting standard regarding revenue recognition. In accordance with the new standard, recognition of revenue occurs when a customer obtains control of promised goods or services, in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the new standard requires that reporting companies disclose the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. This update is not expected to change revenue recognition principles related to our investments and insurance products, which combined represent a significant portion of our total revenues. This update is primarily applicable to revenues from our Services segment. In July 2015, the FASB delayed the effective date for this updated standard for public companies to interim and annual periods beginning after December 15, 2017, and subsequently issued various clarifying updates. Early adoption is permitted. This standard permits the use of either the full retrospective or the modified retrospective transition method. We currently anticipate using the modified retrospective method of adoption, with the cumulative effect of initially applying the guidance recognized at the date of adoption. We are currently in the process of reviewing current accounting policies and key contracts that are representative of our various products and services within the Services segment.

In January 2016, the FASB issued an update that makes certain changes to the standard for the accounting of financial instruments. Among other things, the update requires: (i) equity investments to be measured at fair value with changes in fair value recognized in net income (loss); (ii) the use of the exit price notion when measuring the fair value of financial instruments for disclosure purposes; (iii) separate presentation of financial assets and financial liabilities by measurement category and form of financial asset; and (iv) separate presentation in other comprehensive income of the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk (also referred to as “own credit”) when the organization has elected to measure the liability at fair value in accordance with the fair value option for financial instruments. The update also eliminates the requirement to disclose the methods and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet. This update is effective for public companies for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is not permitted, with the exception of the “own credit” provision. We are currently evaluating the impact to our financial statements and future disclosures as a result of this update.

In February 2016, the FASB issued an update that replaces the existing accounting and disclosure requirements for leases of property, plant and equipment. The update requires lessees to recognize, as of the lease commencement date, assets and liabilities for all leases with lease terms of more than 12 months, which is a change from the current GAAP requirement to recognize only capital leases on the balance sheet. Pursuant to the new standard, the liability initially recognized for the lease obligation is equal to the present value of the lease payments not yet made, discounted over the lease term at the implicit interest rate of the lease, if available, or otherwise at the lessee’s incremental borrowing rate. The lessee is also required to recognize an asset for its right to use the underlying asset for the lease term, based on the liability subject to certain adjustments, such as for initial direct costs. Leases are required to be classified as either operating or finance, with expense on operating leases recorded as a single lease cost on a straight-line basis. For finance leases, interest expense on the lease liability is required to be recognized separately from the straight-line amortization of the right-of-use asset. Quantitative disclosures are required for certain items, including the cost of leases, the weighted-average remaining lease term, the weighted-average discount rate and a maturity analysis of lease liabilities. Additional qualitative disclosures are also required regarding the nature of the leases, such as basis, terms and conditions of: (i) variable interest payments; (ii) extension and termination options; and (iii) residual value guarantees. This update is effective for public companies for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. The new standard must be adopted by applying the new guidance as of the beginning of the earliest comparative period presented, using a modified retrospective transition approach with certain optional practical expedients. We are currently evaluating the impact to our financial statements and future disclosures as a result of this update.

In June 2016, the FASB issued an update to the accounting standard regarding the measurement of credit losses on financial instruments. This update requires that financial assets measured at their amortized cost basis be presented at the net (of allowance for credit losses) amount expected to be collected. Credit losses relating to available-for-sale debt securities are to be recorded through an allowance for credit losses, rather than a write-down of the asset, with the amount of the allowance limited to the amount by which fair value is less than amortized cost. This update is effective for public companies for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted for the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. We are currently evaluating the impact to our financial statements and future disclosures as a result of this update.

In October 2016, the FASB issued an update to the accounting standard regarding the accounting for income taxes. This update requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. This update will be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings as of the beginning of the period of adoption. This update is effective for public companies for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted, including adoption in the first interim period of the adoption year. We are currently evaluating the impact to our financial statements and future disclosures as a result of this update.

In March 2017, the FASB issued an update to the accounting standard regarding receivables. The new standard requires certain premiums on purchased callable debt securities to be amortized to the earliest call date. The amortization period for callable debt securities purchased at a discount will not be impacted. The provisions of this update are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. We are currently evaluating the impact to our financial statements and future disclosures as a result of this update.

2. Net Income (Loss) Per Share

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of common shares outstanding, while diluted net income (loss) per share is computed by dividing net income (loss) attributable to common shareholders 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 and our outstanding convertible senior notes.

The calculation of basic and diluted net income (loss) per share was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
(In thousands, except per-share amounts)				
Net income (loss)—basic	\$ (27,342)	\$ 98,112	\$ 49,130	\$ 164,361
Adjustment for dilutive Convertible Senior Notes due 2019, net of tax (1)	—	913	(215)	4,303
Net income (loss)—diluted	\$ (27,342)	\$ 99,025	\$ 48,915	\$ 168,664
Average common shares outstanding—basic	215,152	214,274	215,054	208,991
Dilutive effect of Convertible Senior Notes due 2017 (2)	—	12	602	—
Dilutive effect of Convertible Senior Notes due 2019	—	8,928	922	21,256
Dilutive effect of share-based compensation arrangements (2)	—	2,989	3,896	2,698
Adjusted average common shares outstanding—diluted	215,152	226,203	220,474	232,945
Net income (loss) per share:				
Basic	\$ (0.13)	\$ 0.46	\$ 0.23	\$ 0.79
Diluted	\$ (0.13)	\$ 0.44	\$ 0.22	\$ 0.73

- (1) As applicable, includes coupon interest, amortization of discount and fees, and other changes in income or loss that would result from the assumed conversion. Included in the six months ended June 30, 2017 is a benefit related to our adjustment of estimated accrued expense to actual amounts, resulting from the January 2017 settlement of our obligations on the remaining Convertible Senior Notes due 2019.
- (2) There were no dilutive shares for the three months ended June 30, 2017, as a result of our net loss for the period. The following number of shares of our common stock equivalents issued under our share-based compensation arrangements and our convertible debt were not included in the calculation of diluted net income (loss) per share because they were anti-dilutive:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
(In thousands)				
Shares of common stock equivalents	5,975	1,042	442	1,042
Shares of Convertible Senior Notes due 2017	509	—	—	1,902

3. Segment Reporting

We have two strategic business units that we manage separately—Mortgage Insurance and Services. Adjusted pretax operating income (loss) for each segment represents segment results on a standalone basis; therefore, inter-segment eliminations and reclassifications required for consolidated GAAP presentation have not been reflected.

In the fourth quarter of 2016, we completed an organizational change that resulted in a change to our segment financial reporting structure. Previously, contract underwriting activities on behalf of third parties were reported in either the Mortgage Insurance segment or the Services segment, based on the customer relationship. Management responsibility for this contract underwriting business was moved entirely to the Services segment. This organizational change resulted in the reclassification to the Services segment of revenue and expenses for all contract underwriting performed on behalf of third parties. This change aligns with recent changes in personnel reporting lines and management oversight, and is consistent with the way the chief operating decision maker began assessing the performance of the reportable segments in the fourth quarter of 2016. The amounts reclassified did not have a material impact on adjusted pretax operating income. As a result, on a segment basis, Services revenue, cost of services and other operating expenses have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses. This change has been reflected in our segment operating results. Mortgage Insurance underwriting continues to be reported as an expense in the Mortgage Insurance segment.

We include underwriting-related expenses for mortgage insurance, based on a pro-rata volume of mortgage applications excluding third-party contract underwriting services, in our Mortgage Insurance segment's other operating expenses before corporate allocations. We include underwriting-related expenses for third-party contract underwriting services, based on a pro-rata volume of mortgage applications, in our Services segment's cost of services and other operating expenses before corporate allocations, as applicable.

We allocate to our Mortgage Insurance segment: (i) corporate expenses based on an allocated percentage of time spent on the Mortgage Insurance segment; (ii) all interest expense except for interest expense related to the Senior Notes due 2019 that were issued to fund our purchase of Clayton; and (iii) all corporate cash and investments.

We allocate to our Services segment: (i) corporate expenses based on an allocated percentage of time spent on the Services segment and (ii) as noted above, all interest expense related to the Senior Notes due 2019. No material corporate cash or investments are allocated to the Services segment. Inter-segment activities are recorded at market rates for segment reporting and eliminated in consolidation.

Adjusted Pretax Operating Income (Loss)

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 each of Radian's business segments and to allocate resources to the segments. 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; (ii) loss on induced conversion and debt extinguishment; (iii) acquisition-related expenses; (iv) amortization or impairment of goodwill and other intangible assets; and (v) net impairment losses recognized in earnings.

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). These adjustments, along with the reasons for their treatment, are described below.

- (1) *Net gains (losses) on investments and other financial instruments.* The recognition of realized investment gains or losses can vary significantly across periods as the activity is highly discretionary based on the timing of individual securities sales due to such factors as market opportunities, our tax and capital profile and overall market cycles. Unrealized investment gains and losses arise primarily from changes in the market value of our investments that are classified as trading securities. These valuation adjustments may not necessarily result in realized economic gains or losses.

Trends in the profitability of our fundamental operating activities can be more clearly identified without the fluctuations of these realized and unrealized gains or losses. We do not view them to be indicative of our fundamental operating activities. Therefore, these items are excluded from our calculation of adjusted pretax operating income (loss).

- (2) *Loss on induced conversion and debt extinguishment.* Gains or losses on early extinguishment of debt and losses incurred to purchase our convertible debt prior to maturity are discretionary activities that are undertaken in order to take advantage of market opportunities to strengthen our financial and capital positions; therefore, we do not view these activities as part of our operating performance. Such transactions do not reflect expected future operations and do not provide meaningful insight regarding our current or past operating trends. Therefore, these items are excluded from our calculation of adjusted pretax operating income (loss).
- (3) *Acquisition-related expenses.* Acquisition-related expenses represent the costs incurred to effect an acquisition of a business (i.e., a business combination). Because we pursue acquisitions on a strategic and selective basis and not in the ordinary course of our business, we do not view acquisition-related expenses as a consequence of a primary business activity. Therefore, we do not consider these expenses to be part of our operating performance and they are excluded from our calculation of adjusted pretax operating income (loss).
- (4) *Amortization or impairment of goodwill and other intangible assets.* Amortization of intangible assets represents the periodic expense required to amortize the cost of intangible assets over their estimated useful lives. Intangible assets with an indefinite useful life are also periodically reviewed for potential impairment, and impairment adjustments are made whenever appropriate. These charges are not viewed as part of the operating performance of our primary activities and therefore are excluded from our calculation of adjusted pretax operating income (loss).

(5) *Net impairment losses recognized in earnings.* The recognition of net impairment losses on investments can vary significantly in both size and timing, depending on market credit cycles. We do not view these impairment losses to be indicative of our fundamental operating activities. Therefore, whenever these losses occur, we exclude them from our calculation of adjusted pretax operating income (loss).

Summarized operating results for our segments as of and for the periods indicated, are as follows:

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016 (1)	2017	2016 (1)
Mortgage Insurance				
Net premiums written—insurance (2)	\$ 241,307	\$ 232,353	\$ 465,972	\$ 258,663
(Increase) decrease in unearned premiums	(12,211)	(3,268)	(15,076)	191,372
Net premiums earned—insurance	229,096	229,085	450,896	450,035
Net investment income	30,071	28,839	61,103	56,040
Other income	612	1,454	1,358	2,120
Total (3)	259,779	259,378	513,357	508,195
Provision for losses	17,714	50,074	64,946	93,349
Policy acquisition costs	6,123	5,393	12,852	11,782
Other operating expenses before corporate allocations	37,939	34,365	77,228	66,911
Total (4)	61,776	89,832	155,026	172,042
Adjusted pretax operating income before corporate allocations	198,003	169,546	358,331	336,153
Allocation of corporate operating expenses	15,894	14,286	30,080	23,615
Allocation of interest expense	11,748	18,124	23,257	35,236
Adjusted pretax operating income	\$ 170,361	\$ 137,136	\$ 304,994	\$ 277,302

- (1) Reflects changes made during the fourth quarter of 2016 to align our segment reporting structure concurrent with changes in personnel reporting lines and management oversight related to contract underwriting performed on behalf of third parties. Revenue and expenses for this business are now reflected in the Services segment. As a result, Services revenue, cost of services and other operating expenses have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses.
- (2) Net of ceded premiums written under the QSR Transactions and the Single Premium QSR Transaction. See Note 7 for additional information.
- (3) Excludes net gains on investments and other financial instruments of \$5.3 million and \$2.5 million, respectively, for the three and six months ended June 30, 2017, and net gains on investments and other financial instruments of \$30.5 million and \$61.8 million, respectively, for the three and six months ended June 30, 2016, not included in adjusted pretax operating income.
- (4) Includes inter-segment expenses as follows:

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Inter-segment expenses	\$ 2,173	\$ 1,947	\$ 4,235	\$ 3,546

Radian Group Inc.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016 (1)	2017	2016 (1)
Services				
Services revenue (2)	\$ 39,975	\$ 42,210	\$ 80,064	\$ 76,658
Cost of services	25,962	27,730	54,652	51,584
Other operating expenses before corporate allocations	12,803	13,030	25,407	27,398
Total	38,765	40,760	80,059	78,982
Adjusted pretax operating income (loss) before corporate allocations	1,210	1,450	5	(2,324)
Allocation of corporate operating expenses	3,404	2,779	7,122	4,530
Allocation of interest expense	4,431	4,422	8,860	8,844
Adjusted pretax operating income (loss)	\$ (6,625)	\$ (5,751)	\$ (15,977)	\$ (15,698)

- (1) Reflects changes made during the fourth quarter of 2016 to align our segment reporting structure concurrent with changes in personnel reporting lines and management oversight related to contract underwriting performed on behalf of third parties. Revenue and expenses for this business are now reflected in the Services segment. As a result, Services revenue, cost of services and other operating expenses have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses.
- (2) Includes inter-segment revenues as follows:

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Inter-segment revenues	\$ 2,173	\$ 1,947	\$ 4,235	\$ 3,546

Selected balance sheet information for our segments, as of the periods indicated, is as follows:

<u>(In thousands)</u>	At June 30, 2017		
	Mortgage Insurance	Services (1)	Total
Total assets	\$ 5,605,607	\$ 211,499	\$ 5,817,106

<u>(In thousands)</u>	At December 31, 2016		
	Mortgage Insurance	Services	Total
Total assets	\$ 5,506,338	\$ 356,836	\$ 5,863,174

- (1) The decrease in total assets for the Services segment at June 30, 2017, as compared to December 31, 2016, is primarily due to the impairment of goodwill and other intangible assets. See Note 6 for further details.

The reconciliation of adjusted pretax operating income to consolidated pretax income (loss) is as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Adjusted pretax operating income (loss):				
Mortgage Insurance (1)	\$ 170,361	\$ 137,136	\$ 304,994	\$ 277,302
Services (1)	(6,625)	(5,751)	(15,977)	(15,698)
Total adjusted pretax operating income	163,736	131,385	289,017	261,604
Net gains (losses) on investments and other financial instruments	5,331	30,527	2,480	61,813
Loss on induced conversion and debt extinguishment	(1,247)	(2,108)	(5,703)	(57,678)
Acquisition-related expenses (2)	(64)	54	(72)	(151)
Impairment of goodwill	(184,374)	—	(184,374)	—
Amortization and impairment of other intangible assets	(18,856)	(3,311)	(22,152)	(6,639)
Consolidated pretax income (loss)	\$ (35,474)	\$ 156,547	\$ 79,196	\$ 258,949

(1) Includes inter-segment expenses and revenues as listed in the notes to the preceding tables.

(2) Acquisition-related expenses represent expenses incurred to effect the acquisition of a business, net of adjustments to accruals previously recorded for acquisition expenses.

On a consolidated basis, “adjusted pretax operating income” is a measure not determined in accordance with GAAP. Total adjusted pretax operating income is not a measure of total profitability, and therefore should not be considered in isolation or viewed as a substitute for GAAP pretax income (loss). Our definition of adjusted pretax operating income may not be comparable to similarly-named measures reported by other companies.

4. Fair Value of Financial Instruments

Available for sale securities, trading securities and certain other assets are recorded at fair value. All changes in the fair value of trading securities and certain other assets are included in our condensed consolidated statements of operations. All changes in the fair value of available for sale securities are recorded in AOCI. There were no significant changes to our fair value methodologies during the six months ended June 30, 2017.

In accordance with GAAP, we established a three-level valuation hierarchy for disclosure of fair value measurements based on the transparency of inputs to the valuation of an asset or liability as of the measurement date. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level I measurements) and the lowest priority to unobservable inputs (Level III measurements). The level in the fair value hierarchy within which the fair value measurement falls is determined based on the lowest level input that is significant to the measurement in its entirety. The three levels of the fair value hierarchy are defined below:

- Level I — Unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level II — Prices or valuations based on observable inputs other than quoted prices in active markets for identical assets and liabilities; and
- Level III — Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable. Level III inputs are used to measure fair value only to the extent that observable inputs are not available.

The level of market activity used to determine the fair value hierarchy is based on the availability of observable inputs market participants would use to price an asset or a liability, including market value price observations. We provide a qualitative description of the valuation techniques and inputs used for recurring and non-recurring fair value measurements in our audited financial statements and notes thereto included in our 2016 Form 10-K. These unaudited condensed consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto included in our 2016 Form 10-K.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

The following is a list of assets that are measured at fair value by hierarchy level as of June 30, 2017:

<u>(In thousands)</u>	<u>Level I</u>	<u>Level II</u>	<u>Total</u>
Assets at Fair Value			
Investment Portfolio:			
U.S. government and agency securities	\$ 205,049	\$ 12,611	\$ 217,660
State and municipal obligations	—	377,437	377,437
Money market instruments	214,654	—	214,654
Corporate bonds and notes	—	2,231,037	2,231,037
RMBS	—	216,830	216,830
CMBS	—	499,368	499,368
Other ABS	—	601,718	601,718
Foreign government and agency securities	—	36,346	36,346
Equity securities	175,948	860	176,808
Other investments (1)	—	11,201	11,201
Total Investments at Fair Value (2)	<u>595,651</u>	<u>3,987,408</u>	<u>4,583,059</u>
Total Assets at Fair Value	<u>\$ 595,651</u>	<u>\$ 3,987,408</u>	<u>\$ 4,583,059</u>

(1) Comprising short-term certificates of deposit and commercial paper.

(2) Does not include certain other invested assets (\$0.8 million), primarily invested in limited partnerships, accounted for as cost-method investments and not measured at fair value.

The following is a list of assets that are measured at fair value by hierarchy level as of December 31, 2016:

<u>(In thousands)</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Total</u>
Assets at Fair Value				
Investment Portfolio:				
U.S. government and agency securities	\$ 237,479	\$ —	\$ —	\$ 237,479
State and municipal obligations	—	358,536	—	358,536
Money market instruments	431,472	—	—	431,472
Corporate bonds and notes	—	2,024,205	—	2,024,205
RMBS	—	388,842	—	388,842
CMBS	—	507,273	—	507,273
Other ABS	—	450,128	—	450,128
Foreign government and agency securities	—	32,807	—	32,807
Equity securities	—	830	500	1,330
Other investments (1)	—	28,663	500	29,163
Total Investments at Fair Value (2)	<u>668,951</u>	<u>3,791,284</u>	<u>1,000</u>	<u>4,461,235</u>
Total Assets at Fair Value	<u>\$ 668,951</u>	<u>\$ 3,791,284</u>	<u>\$ 1,000</u>	<u>\$ 4,461,235</u>

(1) Comprising short-term certificates of deposit and commercial paper, included within Level II, and convertible notes of non-public company issuers, included within Level III.

(2) Does not include certain other invested assets (\$1.2 million), primarily invested in limited partnerships, accounted for as cost-method investments and not measured at fair value.

At December 31, 2016, total Level III assets of \$1.0 million accounted for less than 0.1% of total assets measured at fair value. Included in equity securities is a Level III investment of \$0.5 million in a privately-placed equity security, purchased during the three months ended June 30, 2015. Included in other debt securities is a Level III investment of \$0.5 million in debt securities from a non-public company issuer, purchased during the three months ended June 30, 2016. There were no related gains or losses recorded during the year ended December 31, 2016 on these investments. However, during the three months ended June 30, 2017, we recorded other-than-temporary credit-related impairment losses in earnings of \$1.0 million on these securities. As a result, there were no Level III assets remaining in our portfolio at June 30, 2017. See Note 5 for additional information.

There were no Level III liabilities at June 30, 2017 or December 31, 2016. There were no transfers between Level I and Level II for the three and six months ended June 30, 2017 and 2016. There were also no transfers involving Level III assets or liabilities for the three and six months ended June 30, 2017 and 2016.

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:

(In thousands)	June 30, 2017		December 31, 2016	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Assets:				
Other invested assets	\$ 783	\$ 3,482	\$ 1,195	\$ 3,789
Liabilities:				
Long-term debt	989,010	1,079,346	1,069,537	1,214,471

5. Investments

Available for Sale Securities

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

(In thousands)	June 30, 2017			
	Amortized Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Fixed-maturities available for sale:				
U.S. government and agency securities	\$ 58,706	\$ 58,343	\$ 201	\$ 564
State and municipal obligations	111,858	115,454	3,936	340
Corporate bonds and notes	1,713,237	1,735,846	30,429	7,820
RMBS	184,603	182,716	921	2,808
CMBS	432,124	435,101	4,075	1,098
Other ABS	596,416	597,864	2,023	575
Foreign government and agency securities	31,457	32,019	589	27
Other investments	1,500	1,500	—	—
Total fixed-maturities available for sale	3,129,901	3,158,843	42,174	13,232
Equity securities available for sale (1)	176,930	176,808	316	438
Total debt and equity securities	\$ 3,306,831	\$ 3,335,651	\$ 42,490	\$ 13,670

(1) Primarily consists of investments in fixed income and equity exchange-traded funds and publicly-traded business development company equities.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

(In thousands)	December 31, 2016			
	Amortized Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Fixed-maturities available for sale:				
U.S. government and agency securities	\$ 78,931	\$ 75,474	\$ 2	\$ 3,459
State and municipal obligations	66,124	67,171	1,868	821
Corporate bonds and notes	1,463,720	1,455,628	14,320	22,412
RMBS	358,262	350,628	197	7,831
CMBS	429,057	428,289	2,255	3,023
Other ABS	433,603	434,728	2,037	912
Foreign government and agency securities	24,771	24,594	148	325
Other investments	2,000	2,000	—	—
Total fixed-maturities available for sale	2,856,468	2,838,512	20,827	38,783
Equity securities available for sale (1)	1,330	1,330	—	—
Total debt and equity securities	\$ 2,857,798	\$ 2,839,842	\$ 20,827	\$ 38,783

(1) Primarily consists of investments in Federal Home Loan Bank stock as required in connection with the memberships of Radian Guaranty and Radian Reinsurance in the FHLB.

Gross Unrealized Losses and Fair Value of Available for Sale Securities

The following tables show the gross unrealized losses and fair value of our securities deemed “available for sale” aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position, as of the dates indicated:

(\$ in thousands) Description of Securities	June 30, 2017								
	Less Than 12 Months			12 Months or Greater			Total		
	# of securities	Fair Value	Unrealized Losses	# of securities	Fair Value	Unrealized Losses	# of securities	Fair Value	Unrealized Losses
U.S. government and agency securities	7	\$ 36,682	\$ 564	—	\$ —	\$ —	7	\$ 36,682	\$ 564
State and municipal obligations	10	47,282	340	—	—	—	10	47,282	340
Corporate bonds and notes	132	530,077	7,718	1	3,736	102	133	533,813	7,820
RMBS	32	128,589	2,733	3	6,529	75	35	135,118	2,808
CMBS	31	113,103	1,095	1	1,038	3	32	114,141	1,098
Other ABS	83	205,378	575	—	—	—	83	205,378	575
Foreign government and agency securities	5	5,419	27	—	—	—	5	5,419	27
Equity Securities	11	73,441	438	—	—	—	11	73,441	438
Total	311	\$ 1,139,971	\$ 13,490	5	\$ 11,303	\$ 180	316	\$ 1,151,274	\$ 13,670

Radian Group Inc.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

(\$ in thousands) Description of Securities	December 31, 2016								
	Less Than 12 Months			12 Months or Greater			Total		
	# of securities	Fair Value	Unrealized Losses	# of securities	Fair Value	Unrealized Losses	# of securities	Fair Value	Unrealized Losses
U.S. government and agency securities	7	\$ 73,160	\$ 3,459	—	\$ —	\$ —	7	\$ 73,160	\$ 3,459
State and municipal obligations	7	30,901	821	—	—	—	7	30,901	821
Corporate bonds and notes	185	788,876	22,135	2	4,582	277	187	793,458	22,412
RMBS	56	311,031	7,822	1	1,398	9	57	312,429	7,831
CMBS	37	218,170	2,909	2	6,585	114	39	224,755	3,023
Other ABS	58	131,268	470	16	45,886	442	74	177,154	912
Foreign government and agency securities	12	13,034	325	—	—	—	12	13,034	325
Total	362	\$ 1,566,440	\$ 37,941	21	\$ 58,451	\$ 842	383	\$ 1,624,891	\$ 38,783

Impairments due to credit deterioration that result in a conclusion that the present value of cash flows expected to be collected will not be sufficient to recover the amortized cost basis of the security are considered other-than-temporary. Other declines in fair value (for example, due to interest rate changes, sector credit rating changes or company-specific rating changes) that result in a conclusion that the present value of cash flows expected to be collected will not be sufficient to recover the amortized cost basis of the security also may serve as a basis to conclude that an other-than-temporary impairment has occurred. To the extent we determine that a security is deemed to have had an other-than-temporary impairment, an impairment loss is recognized.

During the three months ended June 30, 2017, we recorded other-than-temporary impairment losses in earnings of \$1.0 million, including \$0.5 million related to a convertible note of a non-public company issuer included in debt securities and \$0.5 million related to a privately-placed equity security. We concluded that we would not recover the amortized cost basis of these securities due to credit deterioration. There were no credit-related impairment losses recognized in earnings or in AOCI during the year ended December 31, 2016.

Although we held securities in an unrealized loss position as of June 30, 2017, we did not consider those securities to be other-than-temporarily impaired as of such date. For all investment categories, the unrealized losses of 12 months or greater duration as of June 30, 2017 were generally caused by interest rate or credit spread movements since the purchase date, and as such, we expect the present value of cash flows to be collected from these securities to be sufficient to recover the amortized cost basis of these securities. As of June 30, 2017, we did not have the intent to sell any debt securities in an unrealized loss position, and we determined that it is more likely than not that we will not be required to sell the securities before recovery of their cost basis, which may be at maturity; therefore, we did not consider these investments to be other-than-temporarily impaired at June 30, 2017.

Trading Securities

The trading securities within our investment portfolio, which are recorded at fair value, consisted of the following as of the dates indicated:

<u>(In thousands)</u>	<u>June 30, 2017</u>	<u>December 31, 2016</u>
Trading securities:		
U.S. government and agency securities	\$ 28,336	\$ 33,042
State and municipal obligations	216,838	259,573
Corporate bonds and notes	360,906	453,617
RMBS	34,114	38,214
CMBS	64,267	78,984
Other ABS	—	8,219
Foreign government and agency securities	4,327	8,213
Total	<u>\$ 708,788</u>	<u>\$ 879,862</u>

For trading securities held at June 30, 2017 and December 31, 2016, we had net unrealized gains associated with those securities of \$8.0 million and \$16.8 million during the six months ended June 30, 2017 and the year ended December 31, 2016, respectively.

For the six months ended June 30, 2017, we did not transfer any securities from the available for sale or trading categories.

Net Gains (Losses) on Investments and Other Financial Instruments

Net realized and unrealized gains (losses) on investments and other financial instruments consisted of:

<u>(In thousands)</u>	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Net realized gains (losses):				
Fixed-maturities available for sale	\$ (1,180)	\$ 1,166	\$ (3,689)	\$ (1,982)
Equity securities available for sale	385	—	385	(170)
Trading securities	(349)	421	(6,043)	(1,819)
Short-term investments	(38)	—	(32)	(39)
Other gains (losses)	—	—	18	18
Net realized gains (losses) on investments	(1,182)	1,587	(9,361)	(3,992)
Other-than-temporary impairment losses	(1,000)	—	(1,000)	—
Unrealized gains (losses) on trading securities	6,938	27,678	12,164	62,909
Total net gains (losses) on investments	4,756	29,265	1,803	58,917
Net gains (losses) on other financial instruments	575	1,262	677	2,896
Net gains (losses) on investments and other financial instruments	<u>\$ 5,331</u>	<u>\$ 30,527</u>	<u>\$ 2,480</u>	<u>\$ 61,813</u>

Contractual Maturities

The contractual maturities of fixed-maturity investments were as follows:

<u>(In thousands)</u>	June 30, 2017	
	Available for Sale	
	Amortized Cost	Fair Value
Due in one year or less (1)	\$ 59,342	\$ 59,351
Due after one year through five years (1)	656,233	661,676
Due after five years through 10 years (1)	874,709	880,162
Due after 10 years (1)	326,474	341,973
RMBS (2)	184,603	182,716
CMBS (2)	432,124	435,101
Other ABS (2)	596,416	597,864
Total	<u>\$ 3,129,901</u>	<u>\$ 3,158,843</u>

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

(2) RMBS, CMBS and Other ABS are shown separately, as they are not due at a single maturity date.

Other

At June 30, 2017 and December 31, 2016, Radian Guaranty had \$64.3 million and \$63.9 million, respectively, in a collateral account pursuant to the Freddie Mac Agreement. This collateral account, which contains investments primarily invested in and classified as part of our trading securities, is pledged to cover Loss Mitigation Activity on the loans subject to the Freddie Mac Agreement. See Note 10 for additional information.

6. Goodwill and Other Intangible Assets, Net

All of our goodwill and other intangible assets relate to our Services segment. The following table shows the changes in the carrying amount of goodwill for the year-to-date periods ended June 30, 2017 and December 31, 2016:

<u>(In thousands)</u>	Goodwill		Accumulated Impairment Losses	Net
	Goodwill	Goodwill	Losses	Net
Balance at December 31, 2015	\$ 197,265	\$ 197,265	\$ (2,095)	\$ 195,170
Goodwill acquired	—	—	—	—
Impairment losses	—	—	—	—
Balance at December 31, 2016	197,265	197,265	(2,095)	195,170
Goodwill acquired	126	126	—	126
Impairment losses	—	—	(184,374)	(184,374)
Balance at June 30, 2017	<u>\$ 197,391</u>	<u>\$ 197,391</u>	<u>\$ (186,469)</u>	<u>\$ 10,922</u>

Accounting Policy Considerations

Goodwill is an asset representing the estimated future economic benefits arising from the assets we have acquired that are not individually identified and separately recognized, and includes the value of the discounted expected future cash flows from these businesses, the workforce, expected synergies with our other affiliates and other unidentifiable intangible assets. Goodwill is deemed to have an indefinite useful life and is subject to review for impairment annually, or more frequently, whenever events and circumstances indicate potential impairment. For purposes of performing our goodwill impairment test, we have concluded that the Services segment constitutes one reporting unit to which all of our recorded goodwill is related.

Events and circumstances that could result in an interim assessment of goodwill impairment and/or a potential impairment loss include, but are not limited to: (i) significant under-performance of the Services segment relative to historical or projected future operating results; (ii) significant changes in the strategy for the Services segment; (iii) significant negative industry or economic trends; and (iv) a decline in market capitalization below the book value attributable to the Services segment. The value of goodwill is supported by cash flow projections, which are primarily driven by projected transaction volume and margins. Management regularly updates certain assumptions related to our projections, including the likelihood of achieving the assumed potential revenues from new initiatives and business strategies, and if these or other items have a significant negative impact on the reporting unit's projections, we may perform additional analysis to determine whether an impairment charge is needed. Lower earnings over sustained periods also can lead to impairment of goodwill, which could result in a charge to earnings. Given that our goodwill impairment analysis continues to rely significantly on achieving our projected future cash flows, failure to meet those projections may result in additional impairment in a future period.

We generally perform our annual goodwill impairment test during the fourth quarter of each year, using balances as of the prior quarter. However, if there are events and circumstances that indicate that it is more likely than not that the fair value of a reporting unit is less than the carrying amount, we will perform a quantitative analysis on an interim basis. As part of our quantitative goodwill impairment assessment, we estimate the fair value of the reporting unit using primarily an income approach and, based on a lower weighting, a market approach. The key driver in our fair value analysis is forecasted future cash flows.

For our June 30, 2017 goodwill impairment analysis, we early adopted the update to the accounting standard regarding goodwill and other intangibles, as discussed in Note 1 “—Significant Accounting Policies—Recent Accounting Pronouncements—Accounting Standards Adopted During 2017.” In accordance with the updated standard, the fair value of a reporting unit is compared with its carrying amount, with any excess of the reporting unit's carrying amount over its estimated fair value recognized as an impairment charge, up to the full amount of the goodwill allocated to the reporting unit, after adjusting the carrying value for any impairment of other intangibles or long-lived assets.

For additional information on our accounting policies for goodwill and other intangible assets, see Note 1 herein and Note 1 of Notes to Consolidated Financial Statements in our 2016 Form 10-K.

Impairment Analysis

We performed an interim goodwill impairment test as of June 30, 2017, due to events and circumstances identified during our June 30, 2017 qualitative analysis that indicated that it was more likely than not that the fair value was less than the carrying amount. We performed our qualitative assessment of goodwill at June 30, 2017, focusing on the impact of certain key factors affecting our Services segment, including: (i) decisions related to changes in the business strategy for our Services segment determined in the second quarter of 2017, following our newly appointed Chief Executive Officer's evaluation of both existing products and new product development opportunities and (ii) second quarter 2017 results for our Services segment which were negatively impacted by market trends. Our expectation that these market trends will persist negatively impacted our projected future cash flows compared to the projections used in our prior valuation.

After joining Radian in March 2017, our newly appointed Chief Executive Officer initiated a review in conjunction with Services segment management to evaluate the strategic direction of the Services segment, and to date we have made a series of decisions to reposition the Services business by: (i) discontinuing certain business initiatives, as discussed below and (ii) shifting the strategy of the Services segment to focus on core products and services that, in the current market environment, are expected to have higher growth potential, to produce more predictable, recurring revenue streams over time and to better align with our market expertise and the needs of our customers. Our recent strategic decisions include an intent to scale back or, in certain cases, discontinue certain new or existing business initiatives, such as discontinuing a new product line which, based on a market study received in the second quarter of 2017, would require significant additional investment to achieve the growth rates that had been expected. The impact of the strategic decisions determined during the second quarter constituted a meaningful reduction in the fair value of the Services segment since the previous annual impairment test.

During the second quarter of 2017, the Services segment performed below forecasted levels. In combination with the current performance of the Services segment, the anticipated business and growth opportunities for certain business lines in our Services segment have been impacted by: (i) market demand, which was lower than anticipated; (ii) increased competition, including with respect to product alternatives and pricing; and (iii) delays in the realization of efficiencies and margin improvements associated with certain technology initiatives. The demand for certain products and services has decreased due to several factors. Given the decreased volume of refinancings in the mortgage market that began in the first half of 2017, our customers have excess internal capacity which they are choosing to utilize and as a result they are less reliant on outsourcing to us. Additionally, due to market and competitive pressures, we renewed the contract terms with one of our largest customers during the second quarter of 2017, with lower pricing and volumes than expected in order to retain the engagement. We have also experienced lower than expected customer acceptance for certain of our current and proposed products and services. The impact of these factors, partially offset by related future expense reductions, constituted a majority of the decline in the fair value of the Services segment since the previous annual impairment test.

Our quantitative valuation analysis, performed in connection with our annual goodwill impairment analysis in 2016, relied heavily on achieving the growth rates in our projected future cash flows. The impact of the market trends observed during the second quarter of 2017, which we currently expect to continue, together with our strategic decisions to date, resulted in changes to our expected product mix and the expected growth rates associated with various initiatives, which in turn generated material reductions to our forecasted net cash flows. Given the significant negative impact that the market trends and our strategic decisions would have on the timing and amount of our projected future cash flows in comparison to our original projections, we performed a quantitative analysis of the associated goodwill and other intangible assets as of June 30, 2017.

As a result of the quantitative goodwill analysis, we recorded an impairment charge of \$184.4 million for the three months ended June 30, 2017, to reduce the carrying amount of the Services segment to its estimated fair value. As discussed further below, prior to finalizing this amount, we also evaluated the recoverability of the segment's other intangible assets and recorded impairment charges of \$15.8 million related to the Services segment's other intangible assets. See "Other Intangible Assets," below.

Substantially all of our impairment charges for goodwill and other intangible assets will continue to be deductible for tax purposes, over the original amortization period of approximately 15 years.

Other Intangible Assets

As of June 30, 2017, we also evaluated the recoverability of our other intangible assets. Factors affecting the estimated fair value of our goodwill, as described above, also affected the estimated recoverability of our other intangible assets. Based on our analysis in the second quarter of 2017, impairment was indicated for the Services segment's client relationships and technology, related to certain product lines that were affected by the factors above. There was no impairment indicated for the remaining intangible assets, as the remaining carrying amounts were estimated to be recoverable despite the decline in projected earnings.

Client relationships represent the value of the specifically acquired customer relationships and are valued using the excess earnings approach using estimated client revenues, attrition rates, implied royalty rates and discount rates. The excess earnings approach estimates the present value of expected earnings in excess of a traditional return on business assets. For the three months ended June 30, 2017, we recorded an impairment charge of \$14.9 million related to the segment's client relationships, primarily due to the changes in estimated client revenues based on the factors discussed above in "—Impairment Analysis." The remaining carrying value of client relationships is supported by projected earnings.

For the three months ended June 30, 2017, we also recorded an impairment charge of \$0.9 million related to technology, representing the estimated unrecoverable value of a portion of the acquired proprietary software used to provide services in a product line impacted by the factors described above in "—Impairment Analysis." The remaining carrying value of technology is supported by technology that we expect to continue to use in its current form, in either the same or an alternative capacity.

Radian Group Inc.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

The following is a summary of the gross and net carrying amounts and accumulated amortization of our other intangible assets as of the periods indicated:

(In thousands)	June 30, 2017		
	Original Amount Acquired	Accumulated Amortization and Impairment	Net Carrying Amount
Client relationships (1)	\$ 83,358	\$ (38,816)	\$ 44,542
Technology (2)	15,250	(7,712)	7,538
Trade name and trademarks	8,340	(2,566)	5,774
Client backlog	6,680	(5,620)	1,060
Non-competition agreements	185	(164)	21
Total	\$ 113,813	\$ (54,878)	\$ 58,935

(1) Includes an impairment charge of \$14.9 million.

(2) Includes an impairment charge of \$0.9 million.

(In thousands)	December 31, 2016		
	Original Amount Acquired	Accumulated Amortization	Net Carrying Amount
Client relationships	\$ 83,316	\$ (19,696)	\$ 63,620
Technology	15,250	(5,497)	9,753
Trade name and trademarks	8,340	(2,125)	6,215
Client backlog	6,680	(5,235)	1,445
Non-competition agreements	185	(160)	25
Total	\$ 113,771	\$ (32,713)	\$ 81,058

The estimated aggregate amortization expense for the remainder of 2017 and thereafter is as follows (in thousands):

2017	\$ 5,529
2018	10,346
2019	8,820
2020	7,442
2021	5,859
2022	5,081
Thereafter	15,858
Total	\$ 58,935

Generally, for tax purposes, substantially all of our goodwill and other intangible assets are deductible and will be amortized over a period of 15 years from acquisition.

7. Reinsurance

The effect of reinsurance on net premiums written and earned is as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net premiums written—insurance:				
Direct	\$ 260,647	\$ 252,728	\$ 500,292	\$ 486,654
Ceded (1)	(19,340)	(20,375)	(34,320)	(227,991)
Net premiums written—insurance	<u>\$ 241,307</u>	<u>\$ 232,353</u>	<u>\$ 465,972</u>	<u>\$ 258,663</u>
Net premiums earned—insurance:				
Direct	\$ 243,229	\$ 248,938	\$ 479,291	\$ 489,268
Assumed	7	9	14	18
Ceded (1)	(14,140)	(19,862)	(28,409)	(39,251)
Net premiums earned—insurance	<u>\$ 229,096</u>	<u>\$ 229,085</u>	<u>\$ 450,896</u>	<u>\$ 450,035</u>

(1) Net of profit commission.

In 2012, Radian Guaranty entered into the QSR Transactions with a third-party reinsurance provider. Radian Guaranty has ceded the maximum amount permitted under the QSR Transactions; therefore, Radian Guaranty is no longer ceding NIW under these transactions. RIF ceded under the QSR Transactions was \$1.4 billion and \$1.9 billion as of June 30, 2017 and 2016, respectively.

In the first quarter of 2016, in order to proactively manage the risk and return profile of Radian Guaranty's insured portfolio and manage its position under the PMIERs financial requirements in a cost-effective manner, Radian Guaranty entered into the Single Premium QSR Transaction with a panel of third-party reinsurers. RIF ceded under the Single Premium QSR Transaction was \$4.1 billion and \$3.5 billion as of June 30, 2017 and 2016, respectively. See Note 8 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for more information about our reinsurance transactions.

The following tables show the amounts related to the QSR Transactions and the Single Premium QSR Transaction for the periods indicated:

(In thousands)	QSR Transactions			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Ceded premiums written (1)	\$ 5,059	\$ 7,356	\$ 10,516	\$ 15,318
Ceded premiums earned (1)	7,404	11,172	15,238	22,497
Ceding commissions written	1,446	2,099	3,005	4,369
Ceding commissions earned (2)	3,379	3,779	7,273	8,225
Ceded losses, net	(310)	223	260	764

<u>(In thousands)</u>	Single Premium QSR Transaction			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Ceded premiums written (1)	\$ 13,856	\$ 11,488	\$ 22,816	\$ 209,081 (3)
Ceded premiums earned (1)	6,311	7,146	12,170	13,140
Ceding commissions written	5,134	4,844	8,846	55,776
Ceding commissions earned (2)	3,248	3,759	6,185	6,791
Ceded losses	464	380	1,037	916

(1) Net of profit commission.

(2) Includes amounts reported in policy acquisition costs and other operating expenses.

(3) Includes ceded premiums for policies written in prior periods. See Note 8 of Notes to Consolidated Financial Statements in our 2016 Form 10-K.

8. Other Assets

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

<u>(In thousands)</u>	June 30, 2017	December 31, 2016
Deposit with the IRS (Note 9)	\$ 88,557	\$ 88,557
Corporate-owned life insurance	84,981	83,248
Property and equipment (1) (2)	87,541	70,665
Accrued investment income	29,348	29,255
Deferred policy acquisition costs	14,350	14,127
Reinsurance recoverables	7,523	7,368
Other	65,055	50,615
Total other assets	\$ 377,355	\$ 343,835

(1) Property and equipment at cost, less accumulated depreciation of \$126.8 million and \$118.5 million at June 30, 2017 and December 31, 2016, respectively. Depreciation expense was \$4.1 million and \$2.4 million for the three-month periods ended June 30, 2017 and 2016, respectively, and \$8.3 million and \$4.7 million for the six-month periods ended June 30, 2017 and 2016, respectively.

(2) Includes \$47.0 million and \$49.7 million at June 30, 2017 and December 31, 2016, respectively, related to our technology upgrade project and \$15.6 million at June 30, 2017 of leasehold improvements related to our new corporate headquarters.

9. Income Taxes

As required under the accounting standard regarding accounting for income taxes, our deferred tax assets (“DTAs”) and deferred tax liabilities (“DTLs”) are recognized under the balance sheet method, which recognizes the future tax effect of temporary differences between the amounts recorded in our financial statements and the tax bases of these amounts. DTAs and DTLs are measured using the enacted tax rates expected to apply to taxable income in the periods in which the DTA or DTL is expected to be realized or settled.

Our provision for income taxes for interim financial periods is based on an estimate of our annual effective tax rate for the full year. When estimating our full year 2017 and 2016 annual effective tax rates, we accounted for discrete items at the federal applicable tax rate, including: (i) the tax effects of gains and losses on our investments; (ii) excess tax benefits or deficiencies realized in 2017 from employee share-based payments; (iii) return-to-provision adjustments; (iv) prior year items relating to the accounting for uncertainty in income taxes; (v) the impairments of goodwill and other intangible assets in 2017; and (vi) certain other adjustments.

For federal income tax purposes, as of June 30, 2017, we had approximately \$395.1 million of NOL carryforwards. To the extent not utilized, the NOL carryforwards will expire during tax years 2031 and 2032. We also have research and development tax credit carryforwards of \$5.6 million that, if not utilized, will expire during tax years 2031 through 2036. Additionally, we had \$30.1 million of alternative minimum tax credit carryforwards as of June 30, 2017, which have no expiration date.

We are required to establish a valuation allowance against our DTAs when it is more likely than not that all or some portion of our DTAs will not be realized. At each balance sheet date, we assess our need for a valuation allowance. Our assessment is based on all available evidence, both positive and negative. This requires management to exercise judgment and make assumptions regarding whether our DTAs will be realized in future periods. In making this assessment as of June 30, 2017, we determined that certain of our non-insurance subsidiaries within Radian may continue to generate taxable losses on a separate company basis in the near term and may not be able to fully utilize certain of their state and local NOLs on their state and local tax returns. As of June 30, 2017, our valuation allowance is \$48.8 million with respect to the DTAs relating to these separate company NOLs and other state timing adjustments.

We are contesting adjustments resulting from the examination by the IRS of our 2000 through 2007 consolidated federal income tax returns. The IRS opposes the recognition of certain tax losses and deductions that were generated through our investment in a portfolio of non-economic REMIC residual interests and has proposed denying the associated tax benefits of these items. We appealed these proposed adjustments to Appeals and made “qualified deposits” with the U.S. Treasury of \$85 million in June 2008 relating to the 2000 through 2004 tax years and \$4 million in May 2010 relating to the 2005 through 2007 tax years, in order to avoid the accrual of incremental above-market-rate interest with respect to the proposed adjustments.

We attempted to reach a compromised settlement with Appeals, but in September 2014 we received Notices of Deficiency covering the 2000 through 2007 tax years that assert unpaid taxes and penalties of \$157 million. The Deficiency Amount has not been reduced to reflect our NOL carryback ability. As of June 30, 2017, there also would be interest of approximately \$143 million related to these matters. Depending on the outcome, additional state income taxes, penalties and interest (estimated in the aggregate to be approximately \$36 million as of June 30, 2017) also may become due when a final resolution is reached. The Notices of Deficiency also reflected additional amounts due of \$105 million, which are primarily associated with the disallowance of the previously filed carryback of our 2008 NOL to the 2006 and 2007 tax years. We currently believe that the disallowance of our 2008 NOL carryback is a precautionary position by the IRS and that we will ultimately maintain the benefit of this NOL carryback claim.

On December 3, 2014, we petitioned the U.S. Tax Court to litigate the Deficiency Amount. On September 1, 2015, we received a notice that the case had been scheduled for trial. However, the parties have jointly filed, and the U.S. Tax Court has approved, motions for continuance in this matter to postpone the trial date. Also, in February 2016, the U.S. Tax Court approved a joint motion to consolidate for trial, briefing and opinion our case with a similar case involving MGIC Investment Corporation. During 2016, we held several meetings with the IRS in an attempt to reach a compromised settlement on the issues presented in our dispute. In January 2017, the parties informed the U.S. Tax Court that they believe they have reached a basis for a compromised settlement on the primary issues present in the case. The resolution must be reported to the JCT for review and cannot be finalized until the IRS considers the views, if any, expressed by the JCT about the matter. If we are unable to complete a compromised settlement, then the ongoing litigation could take several years to resolve and may result in substantial legal expenses. We can provide no assurance regarding the outcome of any such litigation or whether a compromised settlement with the IRS will ultimately be reached. We currently believe that an adequate provision for income taxes has been made for the potential liabilities that may result from this matter. However, if the ultimate resolution of this matter produces a result that differs materially from our current expectations, there could be a material impact on our effective tax rate, results of operations and cash flows.

10. Losses and Loss Adjustment Expense

All of the balance and activity of our consolidated reserve for losses and LAE relate to the Mortgage Insurance segment. The following table shows our reserve for losses and LAE by category at the end of each period indicated:

<u>(In thousands)</u>	<u>June 30, 2017</u>	<u>December 31, 2016</u>
Reserves for losses by category:		
Prime	\$ 318,169	\$ 379,845
Alt-A	124,477	148,006
A minus and below	85,283	101,653
IBNR and other (1)	69,620	71,107
LAE	15,492	18,630
Reinsurance recoverable (2)	7,341	6,816
Total primary reserves	<u>620,382</u>	<u>726,057</u>
Pool	29,099	31,853
IBNR and other	658	673
LAE	843	932
Reinsurance recoverable (2)	30	35
Total pool reserves	<u>30,630</u>	<u>33,493</u>
Total First-lien reserves	<u>651,012</u>	<u>759,550</u>
Other (3)	579	719
Total reserve for losses	<u>\$ 651,591</u>	<u>\$ 760,269</u>

(1) Primarily related to expected payments under the Freddie Mac Agreement.

(2) Represents ceded losses on captive reinsurance transactions, the QSR Transactions and the Single Premium QSR Transaction.

(3) Does not include our Second-lien premium deficiency reserve that is included in other liabilities.

The following table presents information relating to our reserve for losses, including our IBNR reserve and LAE but excluding our Second-lien premium deficiency reserve, for the periods indicated:

(In thousands)	Six Months Ended June 30,	
	2017	2016
Balance at beginning of period	\$ 760,269	\$ 976,399
Less: Reinsurance recoverables (1)	6,851	8,286
Balance at beginning of period, net of reinsurance recoverables	753,418	968,113
Add: Losses and LAE incurred in respect of default notices reported and unreported in:		
Current year (2)	88,906	100,999
Prior years	(24,721)	(8,438)
Total incurred	64,185	92,561
Deduct: Paid claims and LAE related to:		
Current year (2)	1,027	632
Prior years	172,356	217,740
Total paid	173,383	218,372
Balance at end of period, net of reinsurance recoverables	644,220	842,302
Add: Reinsurance recoverables (1)	7,371	6,077
Balance at end of period	\$ 651,591	\$ 848,379

- (1) Related to ceded losses recoverable, if any, on captive reinsurance transactions, the QSR Transactions and the Single Premium QSR Transaction. See Note 7 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

2017 Activity

Our loss reserves at June 30, 2017 declined as compared to December 31, 2016, primarily as a result of the amount of paid claims and Cures continuing to outpace losses incurred related to new default notices reported in the current year. Reserves established for new default notices were the primary driver of our total incurred loss for the six months ended June 30, 2017, and they were primarily impacted by the number of new primary default notices received in the period and our related gross Default to Claim Rate assumption applied to those new defaults, which was 11.0% as of June 30, 2017. The provision for losses during the first six months of 2017 was positively impacted by favorable reserve development on prior year defaults, which was primarily driven by a reduction during the period in certain Default to Claim Rate assumptions for these prior year defaults compared to those used at December 31, 2016. The reductions in Default to Claim Rate assumptions resulted from observed trends, primarily higher Cures than were previously estimated. The positive development in prior year defaults was partially offset by a decrease in estimated rates of future Loss Mitigation Activities compared to those used at December 31, 2016.

Total claims paid decreased for the six months ended June 30, 2017, compared to the same period in 2016, consistent with the ongoing decline in the outstanding default inventory.

2016 Activity

Our loss reserves at June 30, 2016 declined as compared to December 31, 2015, primarily as a result of the volume of paid claims and Cures exceeding new default notices received. Reserves established for new default notices were the primary driver of our total incurred loss for the six months ended June 30, 2016, and they were primarily impacted by the number of new primary default notices received in the period and our related gross Default to Claim Rate assumption applied to those new defaults, which was 12.5%. The impact to incurred losses from default notices reported in the first half of 2016 was partially mitigated by favorable reserve development on prior year defaults, driven primarily by a reduction during the first quarter in certain Default to Claim Rate assumptions for these prior year defaults. The reductions in Default to Claim Rate assumptions resulted primarily from observed trends, including higher Cures than were previously estimated. The impact of the positive development in prior year defaults was partially offset by a slight increase in estimated severity rates from those used at December 31, 2015, based on observed trends.

Reserve Assumptions***Default to Claim Rate***

Our aggregate weighted average Default to Claim Rate assumption for our primary loans (net of Claim Denials and Rescissions) used in estimating our primary reserve for losses was 43% (41% excluding pending claims) at June 30, 2017, and 42% (40% excluding pending claims) at December 31, 2016. This increase was primarily due to a shift in the mix of defaults during the six months ended June 30, 2017, with a slightly higher proportion of pending claims in our total inventory as well as a slightly lower rate of Rescissions and Claim Denials, both as of June 30, 2017 compared to December 31, 2016. This increase was partially offset by the decrease in our gross Default to Claim Rate assumptions for new primary defaults. During the six months ended June 30, 2017, our gross Default to Claim Rate assumption for new primary defaults was reduced from 12% as of December 31, 2016, to 11%. As of June 30, 2017, our gross Default to Claim Rates on our primary portfolio ranged from 11% for new defaults, up to 62% for defaults not in foreclosure stage, and 81% for Foreclosure Stage Defaults.

Loss Mitigation

Our estimate of expected Rescissions and Claim Denials (net of expected Reinstatements) embedded in our Default to Claim Rate is generally based on our recent experience. Consideration is also given for differences in characteristics between those previously rescinded policies and denied claims and the loans remaining in our defaulted inventory, as well as the estimated impact of the BofA Settlement Agreement, which is discussed below.

Although our estimates of future Loss Mitigation Activities have been declining, they remain elevated compared to levels experienced before 2009. Since 2009, the elevated levels of our rate of Rescissions, Claim Denials and Claim Curtailments have significantly reduced our paid losses and have resulted in a reduction in our loss reserve. As our Legacy Portfolio has become a smaller percentage of our overall insured portfolio, we have experienced a reduced amount of Loss Mitigation Activity with respect to the claims we receive, and we expect this trend to continue. As a result, our future Loss Mitigation Activity is not expected to mitigate our paid losses to the same extent as in recent years. Our estimate of net future Loss Mitigation Activities reduced our loss reserve as of June 30, 2017 and December 31, 2016 by approximately \$25 million and \$39 million, respectively. The amount of estimated Loss Mitigation Activities incorporated into our reserve analysis at any point in time is affected by a number of factors, including our estimated rate of Rescissions, Claim Denials and Claim Curtailments on future claims, as well as the volume and attributes of our defaulted insured loans, our estimated Default to Claim Rate and our estimated Claim Severity, among other assumptions. Our assumptions also reflect the estimated future impact of the BofA Settlement Agreement, as discussed below.

Our reported Rescission, Claim Denial and Claim Curtailment activity in any given period is subject to challenge by our lender and servicer customers. We expect that a portion of previous Rescissions will be reinstated and previous Claim Denials will be resubmitted with the required documentation and ultimately paid; therefore, we have incorporated this expectation into our IBNR reserve estimate. Our IBNR reserve estimate of \$12.8 million and \$14.3 million at June 30, 2017 and December 31, 2016, respectively, includes reserves for this activity.

We also accrue for the premiums that we expect to refund to our lender customers in connection with our estimated Rescissions.

Agreements***BofA Settlement Agreement***

On September 16, 2014, Radian Guaranty entered into the BofA Settlement Agreement in order to resolve various actual and potential claims or disputes related to the parties' respective rights and duties as to mortgage insurance coverage on certain Subject Loans. Implementation of the BofA Settlement Agreement commenced on February 1, 2015 and was completed by December 31, 2015. Except for certain limited circumstances, Radian Guaranty agreed that with respect to Future Legacy Loans (as defined in and subject to the agreement), it will not assert any origination error or servicing defect as a basis for a decision not to pay a claim, nor will it effect a Claim Curtailment of such claims. See Note 11 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for additional information about the BofA Settlement Agreement.

Freddie Mac Agreement

At June 30, 2017 and December 31, 2016, Radian Guaranty had \$64.3 million and \$63.9 million, respectively, in a collateral account pursuant to the Freddie Mac Agreement. This collateral account, which contains investments primarily invested in and classified as part of our trading securities, is pledged to cover Loss Mitigation Activity on the loans subject to the Freddie Mac Agreement. If, as we expect, the amount of additional Loss Mitigation Activity that has become final in accordance with the Freddie Mac Agreement is less than \$61 million as of the final settlement date on August 29, 2017, then any shortfall will be paid to Freddie Mac from the funds remaining in the collateral account, subject to certain adjustments. As of June 30, 2017, we have \$57.4 million recorded in reserve for losses that we expect to pay to Freddie Mac from the funds that are expected to be remaining in the collateral account as of the August 29, 2017 measurement date.

11. Long-Term Debt

The carrying value of our long-term debt at June 30, 2017 and December 31, 2016 was as follows:

<u>(In thousands)</u>		<u>June 30, 2017</u>	<u>December 31, 2016</u>
5.500%	Senior Notes due 2019	\$ 297,510	\$ 296,907
5.250%	Senior Notes due 2020	345,932	345,308
7.000%	Senior Notes due 2021	344,943	344,362
3.000%	Convertible Senior Notes due 2017	625	20,947
2.250%	Convertible Senior Notes due 2019	—	62,013
	Total long-term debt	<u>\$ 989,010</u>	<u>\$ 1,069,537</u>

Extinguishment of Debt***Repurchases of Convertible Senior Notes due 2017***

During the second quarter of 2017, we entered into privately negotiated agreements to purchase a portion of our outstanding Convertible Senior Notes due 2017 in an aggregate principal amount of \$21.6 million. We funded the purchases with \$31.6 million in cash (plus accrued and unpaid interest due on the purchased notes). These purchases of Convertible Senior Notes due 2017 resulted in a loss on induced conversion and debt extinguishment of \$1.2 million. Following these purchases, \$0.6 million of the principal amount of the Convertible Senior Notes due 2017 remained outstanding as of June 30, 2017.

In connection with our privately negotiated purchases of Convertible Senior Notes due 2017, we terminated a corresponding portion of the capped call transactions we entered into in 2010 related to the initial issuance of the Convertible Senior Notes due 2017. We received proceeds of \$4.1 million for this termination.

Conversion of Convertible Senior Notes due 2019

In November 2016, we announced our intent to exercise our redemption option for the remaining Convertible Senior Notes due 2019. As a result of the average closing price of our common stock exceeding the conversion price of \$10.60 prior to the redemption date, all of the holders of these notes elected to exercise their conversion rights. Radian elected to settle all of the notes surrendered for conversion with cash. We settled our obligations with respect to these conversions on January 27, 2017, with a cash payment of \$110.1 million. At the time of settlement, this transaction resulted in a pretax charge of \$4.5 million.

Convertible Senior Notes due 2017 and 2019

Upon the original issuance of the Convertible Senior Notes due 2017 and 2019, in accordance with accounting standards related to convertible debt instruments that may be settled in cash upon conversion, the Company recorded a pretax equity component, net of the capped call transaction (with respect to the Convertible Senior Notes due 2017) and related issuance costs (with respect to the Convertible Senior Notes due 2017 and 2019). The pretax equity component is not subject to remeasurement, and therefore remains unchanged unless a reduction of outstanding principal occurs. The pretax equity component associated with our Convertible Senior Notes due 2017 decreased from \$5.0 million at December 31, 2016 to \$0.1 million at June 30, 2017, as a result of our purchases of the associated notes during the second quarter of 2017. In addition, as a result of settling our obligations on the remaining Convertible Senior Notes due 2019 during the first three months of 2017, the associated pretax equity component of \$13.1 million at December 31, 2016 was eliminated.

During the three-month period ended June 30, 2017, Radian Group's closing stock prices exceeded the conversion threshold requirements for the holders of our Convertible Senior Notes due 2017 to be able to exercise their conversion rights during the three-month period ending September 30, 2017. Additionally, beginning on August 15, 2017 until the close of business on November 13, 2017 (the second scheduled trading day immediately preceding the maturity date), holders may submit their notes for conversion regardless of the stock price or other conversion thresholds. In any period when holders of the Convertible Senior Notes due 2017 are eligible to exercise their conversion option, the equity component related to these instruments is classified as mezzanine (temporary) equity, because we are required to settle the aggregate principal amount of the notes in cash. This equity component is the difference between: (i) the amount of cash deliverable upon conversion (i.e., par value of debt) and (ii) the carrying value of the debt.

Issuance and transaction costs incurred at the time of the original issuance of the convertible notes were allocated to the liability and equity components in proportion to the allocation of proceeds and are accounted for as debt issuance costs and equity issuance costs, respectively. The convertible notes are reflected on our condensed consolidated balance sheets as follows:

	Convertible Senior Notes due 2017		Convertible Senior Notes due 2019	
	June 30, 2017	December 31, 2016	June 30, 2017	December 31, 2016
(In thousands)				
Liability component:				
Principal	\$ 642	\$ 22,233	\$ —	\$ 68,024
Debt discount, net (1)	(16)	(1,221)	—	(5,461)
Debt issuance costs (1)	(1)	(65)	—	(550)
Net carrying amount	<u>\$ 625</u>	<u>\$ 20,947</u>	<u>\$ —</u>	<u>\$ 62,013</u>
Equity component of currently redeemable convertible senior notes	<u>\$ 16</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

(1) Included within long-term debt and is being amortized over the life of the convertible notes.

The following tables set forth total interest expense recognized related to the convertible notes for the periods indicated:

(In thousands)	Convertible Senior Notes due 2017			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Contractual interest expense (benefit) (1)	\$ 141	\$ 167	\$ 308	\$ 539
Amortization of debt issuance costs	14	17	32	54
Amortization of debt discount	267	314	605	1,022
Total interest expense (benefit) (1)	\$ 422	\$ 498	\$ 945	\$ 1,615

(1) Interest expense (benefit) represents expense incurred, net of adjustments to accruals previously recorded.

(In thousands)	Convertible Senior Notes due 2019			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Contractual interest expense (benefit) (1)	\$ —	\$ 537	\$ (510)	\$ 2,550
Amortization of debt issuance costs	—	80	16	373
Amortization of debt discount	—	788	163	3,697
Total interest expense (benefit) (1)	\$ —	\$ 1,405	\$ (331)	\$ 6,620

(1) Interest expense (benefit) represents expense incurred, net of adjustments to accruals previously recorded.

12. Commitments and Contingencies

Legal Proceedings

See Note 13 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for information regarding our accounting policies for contingencies.

We are routinely involved in a number of legal actions and proceedings, including litigation and other disputes arising in the ordinary course of our business. The legal and regulatory matters discussed below and in our 2016 Form 10-K 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 such actions will not have a material adverse effect on our consolidated financial condition. However, the outcome of litigation and other legal and regulatory matters and proceedings is inherently uncertain, and it is possible that one or more of the matters currently pending or threatened could have an unanticipated adverse effect on our liquidity, financial condition or results of operations for any particular period.

As described in Note 9, on September 4, 2014, we received formal Notices of Deficiency from the IRS related to certain tax losses and deductions resulting from our investment in a portfolio of non-economic REMIC residual interests. We believe that an adequate provision for income taxes has been made for the potential liabilities that may result from this matter. However, if the ultimate resolution of this matter produces a result that differs materially from our current expectations, there could be a material impact on our effective tax rate, results of operations and cash flows.

On December 22, 2016, Ocwen Loan Servicing, LLC and Homeward Residential, Inc. (collectively, “Ocwen”) filed a complaint against Radian Guaranty (the “Complaint”). Ocwen has also initiated legal proceedings against several other mortgage insurers. The action filed against Radian Guaranty, titled *Ocwen, et al. v. Radian Guaranty*, is pending in the U.S. District Court for the Eastern District of Pennsylvania (the “Court”). The Complaint alleged breach of contract and bad faith claims and sought monetary damages and declaratory relief in regard to certain claims handling practices on future insurance claims. On December 17, 2016, Ocwen separately filed a parallel arbitration petition against Radian Guaranty (the “Petition”) before the American Arbitration Association (“AAA”) that asserted substantially the same allegations as contained in the Complaint (the Complaint and the Petition are collectively referred to as the “Filings”). The Filings listed 9,420 mortgage insurance certificates (“Certificates”) issued under multiple insurance policies, including Pool Insurance policies, as being the subject of these proceedings. On March 3, 2017, Radian Guaranty filed with the Court: (i) a motion to dismiss Ocwen’s Complaint or, in the alternative, for a more definite statement and (ii) a motion to enjoin Ocwen’s parallel arbitration. On March 17, 2017, the Court held an initial pretrial conference and issued orders directing Ocwen to amend its Complaint. On June 5, 2017, Ocwen filed an Amended Complaint and an Amended Petition (collectively, the “Amended Filings”) with the Court and the AAA, respectively. The Amended Filings together list 8,870 Certificates as being the subject of these proceedings. On June 30, 2017, Radian Guaranty filed with the Court renewed motions to dismiss Ocwen’s Amended Complaint and to enjoin Ocwen’s parallel arbitration. On July 20, 2017, the Court denied Radian Guaranty’s motion to dismiss Ocwen’s Amended Complaint, and on July 27, 2017, the Court denied Radian Guaranty’s motion to enjoin Ocwen’s parallel arbitration. Radian Guaranty believes that the claims in the Amended Filings are without merit and legally deficient and plans to defend these claims vigorously. We are not able to estimate a reasonably possible loss, if any, or range of loss in this matter because of the preliminary stage of the proceedings.

We also are periodically subject to reviews and audits, as well as inquiries, information-gathering requests and investigations. In connection with these matters, from time to time we receive requests and subpoenas seeking information and documents related to aspects of our business. In March 2017, Green River Capital, a subsidiary of Clayton, received a letter from the staff of the SEC stating that it is conducting an investigation captioned, “In the Matter of Certain Single Family Rental Securitizations,” and that it is requesting information from market participants. The letter asks Green River Capital to provide information regarding broker price opinions that Green River Capital provided on properties included in SFR securitization transactions. Green River Capital is cooperating with the SEC.

Our Master Policies establish the timeline within which any suit or action arising from any right of an insured under the policy generally must be commenced. In general, any suit or action arising from any right of an insured under the policy must be commenced within two years after such right first arose for primary insurance and within three years for certain other policies, including certain Pool Insurance policies. Although we believe that our Loss Mitigation Activities are justified under our policies, from time to time we face challenges from certain lender and servicer customers regarding our Loss Mitigation Activities, which have resulted in some reversals of our decisions regarding Rescissions, Claim Denials or Claim Curtailments. We are currently in discussions with these customers regarding our Loss Mitigation Activities and claim payment practices, which if not resolved, could result in arbitration or judicial proceedings and we may need to reassume the risk on, and increase loss reserves for, the associated policies or pay additional claims. See Note 10 for additional information.

Further, there are loans in our total defaulted portfolio (in particular, our older defaulted portfolio) for which actions or proceedings (such as foreclosure) may not have been commenced within the outermost deadline in our Prior Master Policy. We are evaluating these loans regarding this potential violation and our corresponding rights under the Prior Master Policy. While we can provide no assurance regarding the ultimate resolution of these issues, it is possible that arbitration or legal proceedings could result.

Other

Securities regulations became effective in 2005 that impose enhanced disclosure requirements on issuers of ABS (including mortgage-backed securities). To allow our customers to comply with these regulations at that time, we typically were required, depending on the amount of credit enhancement we were providing, to provide: (i) audited financial statements for the insurance subsidiary participating in the transaction or (ii) a full and unconditional holding company-level guarantee for our insurance subsidiaries’ obligations in such transactions. Radian Group has guaranteed two structured transactions for Radian Guaranty involving \$104.2 million of remaining credit exposure as of June 30, 2017.

15. Statutory Information

We prepare our statutory financial statements in accordance with the accounting practices required or permitted, if applicable, by the insurance departments of the respective states of domicile of our insurance subsidiaries. Required SAPP are established by a variety of publications of the NAIC as well as state laws, regulations and general administrative rules. In addition, insurance departments have the right to permit other specific practices that may deviate from prescribed practices. As of June 30, 2017, we did not have any prescribed or permitted statutory accounting practices that resulted in reported statutory surplus or risk-based capital being different from what would have been reported if NAIC SAPP had been followed.

State insurance regulations include various capital requirements and dividend restrictions based on our insurance subsidiaries' statutory financial position and results of operations, as described below. Failure to maintain adequate levels of capital could lead to intervention by the various insurance regulatory authorities, which could materially and adversely affect our business, business prospects and financial condition. As of June 30, 2017, the amount of restricted net assets held by our consolidated insurance subsidiaries (which represents our equity investment in those insurance subsidiaries) totaled \$3.3 billion of our consolidated net assets.

Under state insurance regulations, Radian Guaranty is required to maintain minimum surplus levels and, in certain states, a minimum Risk-to-capital ratio. The most common Statutory RBC Requirement imposed by the 16 RBC States 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 a minimum policyholder position, which is calculated based on both risk and surplus levels ("MPP Requirement"). Unless an RBC State grants a waiver or other form of relief, if a mortgage insurer is not in compliance with the Statutory RBC Requirement or MPP Requirement of that state, the mortgage insurer may be prohibited from writing new mortgage insurance business in that state. Radian Guaranty's state of domicile, Pennsylvania, is not one of the RBC States. The statutory capital requirements for the non-RBC States are de minimis (ranging from \$1 million to \$5 million); however, the insurance laws of these states generally grant broad supervisory powers to state agencies or officials to enforce rules or exercise discretion affecting almost every significant aspect of the insurance business, including the power to revoke or restrict an insurance company's ability to write new business.

Radian Guaranty was in compliance with the Statutory RBC Requirements or MPP Requirements, as applicable, in each of the RBC States as of June 30, 2017. The NAIC is in the process of developing a new Model Act for mortgage insurers, which is expected to include, among other items, new capital adequacy requirements for mortgage insurers. In May 2016, a working group of state regulators released an exposure draft of a risk-based capital framework to establish capital requirements for mortgage insurers. While the outcome and timing of this process are uncertain, the new Model Act, if and when finalized by the NAIC, has the potential to increase capital requirements in those states that adopt the Model Act. However, we continue to believe the changes to the Model Act will not result in financial requirements that require greater capital than the level currently required under the PMIERS financial requirements. See Note 1 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for information regarding the PMIERS.

On March 31, 2017, we reallocated \$175 million of capital, in the form of cash and marketable securities, from Radian Guaranty to Radian Reinsurance. The reallocation was accomplished by way of an extraordinary dividend, approved by the Pennsylvania Department of Insurance, from Radian Guaranty to Radian Group, and a simultaneous capital contribution from Radian Group to Radian Reinsurance in the same amount. These transactions resulted in a \$175 million decrease in Radian Guaranty's statutory policyholders' surplus (i.e., statutory capital and surplus) and a corresponding increase in Radian Reinsurance's statutory policyholders' surplus. At June 30, 2017, the statutory policyholders' surplus of Radian Reinsurance was \$324.4 million, compared to \$147.6 million at December 31, 2016. The reallocation of capital had no impact on Radian Guaranty's Available Assets under the PMIERS, because Radian Reinsurance is currently an exclusive affiliated reinsurer of Radian Guaranty and, as such, its assets currently are included in Radian Guaranty's Available Assets under the PMIERS.

Radian Group Inc.

Notes to Unaudited Condensed Consolidated Financial Statements — (Continued)

Radian Guaranty's Risk-to-capital calculation appears in the table below. For purposes of the Risk-to-capital calculation, as well as the Risk-to-capital requirements imposed by certain states, statutory capital is defined as the sum of statutory policyholders' surplus plus statutory contingency reserves.

<u>(\$ in millions)</u>	<u>June 30, 2017</u>	<u>December 31, 2016</u>
RIF, net (1)	\$ 37,374.1	\$ 35,357.8
Common stock and paid-in capital	\$ 1,866.1	\$ 2,041.0
Unassigned earnings (deficit)	(710.0)	(691.3)
Statutory policyholders' surplus	1,156.1	1,349.7
Contingency reserve	1,460.9	1,260.6
Statutory capital	<u>\$ 2,617.0</u>	<u>\$ 2,610.3</u>
Risk-to-capital	14.3:1	13.5:1

(1) Excludes risk ceded through reinsurance contracts (to third parties and affiliates) and RIF on defaulted loans.

The net increase in Radian Guaranty's Risk-to-capital in the first six months of 2017 was primarily due to an increase in RIF without a change in overall statutory capital for the six-month period. Statutory capital remained flat primarily due to the reallocation of \$175 million of capital from Radian Guaranty to Radian Reinsurance, as described above, combined with a \$30.6 million net decrease in Radian Guaranty's net admitted deferred tax assets and a \$15.2 million increase in non-admitted assets related to leasehold improvements that are primarily associated with our new corporate headquarters, which had the effect of decreasing statutory policyholders' surplus. Offsetting these decreases was Radian Guaranty's statutory net income of \$229.8 million for the first six months of 2017.

The Risk-to-capital ratio for our combined mortgage insurance operations was 13.4 to 1 as of June 30, 2017, compared to 13.6 to 1 as of December 31, 2016.

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

The following analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and the notes thereto included in this report, and our audited financial statements, notes thereto and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in our 2016 Form 10-K, for a more complete understanding of our financial position and results of operations. 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” above and “Item 1A. Risk Factors” in our 2016 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.

Index to Management’s Discussion and Analysis of Financial Condition and Results of Operations	
	PAGE
Overview	46
Results of Operations—Consolidated	50
Results of Operations—Mortgage Insurance	56
Results of Operations—Services	71
Off-Balance Sheet Arrangements	73
Liquidity and Capital Resources	73
Critical Accounting Policies	79

Overview

We have two business segments—Mortgage Insurance and Services. Our Mortgage Insurance segment provides credit-related insurance coverage, principally through private mortgage insurance, to mortgage lending institutions nationwide. We provide our mortgage insurance products mainly through our wholly-owned subsidiary, Radian Guaranty. Our Services segment currently provides analytics and outsourced services, including residential loan due diligence and underwriting, valuations, servicing surveillance, title and escrow, and consulting services. We provide these services to buyers and sellers of, and investors in, mortgage- and real estate-related loans and securities as well as other consumer ABS. These services and solutions are provided primarily through Clayton and its subsidiaries, including Green River Capital, Red Bell and ValuAmerica.

Operating Environment and Business Strategy

Operating Environment. As a seller of mortgage credit protection and mortgage and real estate products and services, our results are subject to macroeconomic conditions and specific events that impact the mortgage origination environment, the credit performance of our underlying insured assets and the business opportunities for our Services business.

Lending laws and regulations enacted in response to the financial crisis have resulted in increased regulation and regulatory scrutiny and a more restrictive credit environment that has limited the growth of the mortgage industry. Although this more restrictive credit environment resulted in overall improvement in credit quality, it also made it more challenging for many first-time home buyers to finance a home and has limited the number of loans available for private mortgage insurance. In response to first-time homebuyer demand and affordability considerations, lenders and the GSEs recently have introduced new mortgage lending products, including mortgage lending products that accommodate higher LTVs, including LTVs greater than 95%, that may help to offset some of the constraints caused by the more restrictive credit environment. As a result of these new products, the industry is experiencing a shift in the mix of mortgage lending products toward higher LTVs. See “Results of Operations—Mortgage Insurance—NIW, IIF, RIF” for additional information regarding our portfolio mix and the mortgage industry.

The overall improvements in the U.S. economy and the housing finance market since the financial crisis have led to increased home purchase activity and, due to the low interest rate environment, especially refinance transactions. However, as rates recently have begun to increase, refinance activity has declined and in 2017 we are experiencing an increase in home purchase transactions and a decrease in refinance transactions compared to 2016. Notwithstanding the reduction in refinance transactions and the expectation of an overall smaller mortgage origination market in 2017 compared to 2016, since private mortgage insurance is more likely to be used in a purchase transaction than a refinance transaction, we expect that the mortgage insurance market for 2017 will be only modestly smaller than 2016. We have recently observed that the increase in home purchase activity has resulted in home price appreciation and a declining inventory of homes available for sale, which may limit the pace of future industry growth until additional homes become available.

Our Post-legacy loan originations have consisted primarily of high credit quality loans with significantly better credit performance than the loans in our Legacy Portfolio. As of June 30, 2017, our portfolio of business written in this improving Post-legacy credit environment, including HARP refinancings, represented 90% of our total primary RIF. The combination of an improved portfolio mix and favorable credit trends has had a significant positive impact on our results of operations. As we have continued to write a high volume of insurance on high credit quality loans, the negative impact from losses in our Legacy Portfolio has been significantly reduced. The number of total new primary mortgage insurance defaults in our insured portfolio declined by 7.1% in the six months ended June 30, 2017, compared to the same period in 2016. Similarly, our primary default rate of 2.6% at June 30, 2017 declined from 3.4% at June 30, 2016.

For our mortgage insurance business, our competitors include other private mortgage insurers and governmental agencies, principally the FHA and the VA. We currently compete with other private mortgage insurers that are eligible to write business for the GSEs on the basis of price, underwriting guidelines, customer relationships, reputation, perceived financial strength (including based on comparative credit ratings) and overall service, including services and products that complement our mortgage insurance products that we offer through our Services business. We compete with the FHA and VA on the basis of loan limits, pricing, credit guidelines, terms of our insurance policies (including certain assumability features in FHA and VA loans) and loss mitigation practices.

The positive macroeconomic and credit trends following the financial crisis encouraged new entrants to join the private mortgage insurance industry, and more recently, there has been consolidation among industry participants. Pricing has always been competitive in the mortgage insurance industry and price competition has continued as these newer entrants have sought to gain a greater presence in the market while more established industry participants seek to defend their market share and customer relationships. As a result of this competitive environment, recent pricing trends have included: (i) the continued use of a spectrum of filed rates to allow for formulaic, risk-based pricing (commonly referred to as "black-box" pricing); (ii) the use of customized (often discounted) rates on lender-paid, Single Premium Policies and to a more limited extent, on borrower-paid Monthly Premium Policies; and (iii) reductions by certain of our competitors of their standard rates for lender-paid Single Premium Policies. In the first half of 2016, there were widespread pricing changes made by private mortgage insurers. Since then, pricing throughout the industry has been relatively stable with respect to borrower-paid Monthly Premium Policies, although private mortgage insurance pricing continues to be subject to the overall competitive environment.

Private mortgage insurers, including Radian Guaranty, are required to comply with the PMIERS to remain eligible insurers of loans purchased by the GSEs. The PMIERS are comprehensive, covering virtually all aspects of a private mortgage insurer's business and operations, including internal risk management and quality controls, the relationship between the GSEs and the approved insurer as well as the approved insurer's financial condition. Radian Guaranty currently is an approved mortgage insurer under the PMIERS and is in compliance with the PMIERS financial requirements.

The PMIERS specifically provide that the factors that are applied to determine a mortgage insurer's Minimum Required Assets are to be updated every two years. The GSEs have recently informed us that they expect updates to the PMIERS will become effective in the fourth quarter of 2018. Based on this timing, we expect to receive a draft of the recommended changes late this year and to then engage in an iterative process with the GSEs and FHFA before the updated PMIERS are finalized. The GSEs will provide approved insurers with an implementation period of at least 180 days after the updated requirements are finalized and prior to their effective date. See "Liquidity and Capital Resources—*Radian Group—Short-Term Liquidity Needs*" and Note 1 of Notes to Condensed Consolidated Financial Statements for additional information.

While the overall improvements in the U.S. economy generally and the housing finance market specifically have positively impacted the performance of our Mortgage Insurance business, this has not resulted in the business and growth opportunities for certain of our Services segment business lines that we had anticipated and forecasted. Among other things, highly competitive conditions and decreased demand for certain services have limited the volume of business for certain of our Services segment business lines, as further discussed below. Additionally, the continued lack of a meaningful securitization market has significantly limited the growth opportunities for our Services segment.

Business Strategy. Consistent with our long-term strategic objectives highlighted below, our business strategy is focused on growing our businesses, diversifying our revenue sources and increasing our fee-based revenues, while at the same time integrating our product offerings and processes more effectively and enhancing our operations. As discussed further below, based on our strategic review of the Services business lines to date, the Company is refining its strategy for this business and has determined to restructure the Services business in order to make the changes that we believe are necessary to reposition this business for sustained profitability.

RADIAN'S LONG-TERM STRATEGIC OBJECTIVES

- Grow and diversify earnings per share while maintaining attractive returns on equity
 - » Write high-quality and profitable NIW
 - » Position our Services business to drive profitability by growing fee-based revenue streams that are more predictable and recurring
 - » Diversify earnings by expanding our mortgage credit-risk products beyond traditional mortgage insurance, while balancing the appropriate risk and return profile
- Coordinate innovative product offerings and delivery to the marketplace, including integrated Mortgage Insurance and Services solutions
- Implement operational excellence initiatives to enhance our culture of continuous improvement

In our mortgage insurance business, we monitor competitive and economic factors while seeking to balance both profitability and market share considerations in developing our strategies. We have taken a disciplined, risk-based approach to establishing our premium rates and writing a mix of business that we expect to produce our targeted level of returns on a blended basis and an acceptable level of NIW. See “Results of Operations—Mortgage Insurance—*NIW, IIF, RIF.*”

Our growth strategy includes leveraging our core expertise in mortgage credit risk management and expanding our presence in the mortgage finance industry. During 2016 and 2017, we have participated in new Front-end credit risk transfer programs developed by Fannie Mae and Freddie Mac as part of their initiative to increase the role of private capital in the mortgage market. We expect to continue to participate in these programs in the future, subject to availability and our evaluation of risk-adjusted returns. We participate in these programs as part of a panel of mortgage insurance company affiliates in writing credit insurance policies on loans that are to be purchased by the GSEs in the future (i.e., Front-end), subject to certain pre-established credit parameters. These transactions provide the GSEs with credit risk coverage on a flow basis that is incremental to primary mortgage insurance. In these transactions the credit risk coverage becomes effective as each loan is acquired by the GSE. During 2017 we also have participated in a similar credit risk transfer program covering existing loans in GSE portfolios (i.e., Back-end). As of June 30, 2017, the total RIF under the Front-end and Back-end credit risk transfer transactions was \$45.7 million. Based on our commitments outstanding under these credit risk transfer transactions at June 30, 2017, in the future total RIF under these transactions may grow to as much as \$94.8 million.

We will only experience claims under these Front-end and Back-end credit risk transfer transactions if both the borrower's equity and the existing primary mortgage insurance are depleted. The GSEs retain the first losses on these credit risk transfer transactions, ranging from approximately 35 to 50 basis points. Radian would then be responsible to cover the next tier of losses, up to an aggregate total loss level ranging from approximately 300 to 325 basis points.

Our Services business is a fee-based business that provides a diverse array of services to participants in multiple facets of the residential real estate and mortgage finance markets. As discussed above, notwithstanding the improvement in the U.S. economy and the housing and finance market, our Services business has not met expectations. The financial results in certain of our Services business lines have been negatively impacted by, among other things: (i) competition, including price competition and development of alternative products and services that compete with the products and services we offer; (ii) a decrease in the demand for certain products and services as our customers are relying on internal resources rather than outsourcing; (iii) lower than expected customer acceptance for certain of our Services products and services; and (iv) delays in the realization of efficiencies and margin improvements associated with technology initiatives. After joining the Company in March 2017, our newly appointed Chief Executive Officer initiated a strategic review of this business that is ongoing. Based on this strategic review to date, in the second quarter of 2017 we made several decisions with respect to business strategy for this segment in order to reposition the Services business to drive future growth and profitability. We determined that we would discontinue certain business initiatives and we plan to rationalize expenses and focus on our core products and services that have higher growth potential and are expected to produce more predictable and recurring fee-based revenue streams over time. We plan to focus our efforts on those products and services that better align with our market expertise and the needs of our customers. Our strategic decisions to date, combined with the decrease in projected volumes based on current market trends, resulted in a significant reduction in expected future net cash flows for the Services business compared to our previous projections and we determined that an impairment of the goodwill and other intangible assets related to the Services segment was required. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Our strategic assessment of the Services business is continuing. As discussed above, based on the strategic review of the Services business lines to date, we have determined to restructure this business and currently expect to incur charges relating to the changes we believe are necessary to reposition this business for sustained profitability. While the restructuring plans are not final and therefore the total expected restructuring charges cannot be estimated at this time, we currently expect that these charges would not exceed \$25 million on a pretax basis and, depending on the finalization and implementation of our restructuring plans, such charges could be materially less. As we reposition our Services business, we plan to continue to focus on using the products and services provided by our Services segment to complement our Mortgage Insurance business. This strategy is designed to satisfy demand in the market, grow our fee-based revenues, strengthen our existing mortgage insurance customer relationships, attract new customers and differentiate us from our mortgage insurance peers.

2017 Developments

During the second quarter of 2017, we recorded a goodwill impairment charge of \$184.4 million, as well as an impairment charge for other intangible assets of \$15.8 million, in each case related to our Services segment. As discussed above, these charges were primarily due to changes in expectations regarding the future growth of certain Services product lines resulting from changes in our business strategy, combined with market trends observed during the second quarter of 2017 that we expect to persist. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

During the second quarter of 2017, we entered into privately negotiated agreements to purchase a portion of our outstanding Convertible Senior Notes due 2017 in an aggregate principal amount of \$21.6 million. We funded the purchases with \$31.6 million in cash (plus accrued and unpaid interest due on the purchased notes). These purchases of Convertible Senior Notes due 2017 resulted in a loss on induced conversion and debt extinguishment of \$1.2 million. Following these purchases, \$0.6 million of the principal amount of the Convertible Senior Notes due 2017 remained outstanding as of June 30, 2017. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information on this transaction.

On January 27, 2017, we settled our obligations with respect to the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019 for a cash payment of \$110.1 million, resulting in a loss on induced conversion and debt extinguishment of \$4.5 million. As of the settlement date, this transaction resulted in an aggregate decrease of 6.4 million diluted shares for purposes of determining diluted net income per share. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information on this transaction.

Key Factors Affecting Our Results

There have been no material changes to the key factors affecting our results that are discussed in our 2016 Form 10-K.

Results of Operations—Consolidated

Three and Six Months Ended June 30, 2017 Compared to Three and Six Months Ended June 30, 2016

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-month periods ended June 30, 2017 and June 30, 2016 primarily reflect the financial results and performance of our two business segments—Mortgage Insurance and Services. See Note 3 of Notes to Unaudited Condensed Consolidated Financial Statements for information regarding the basis of our segment reporting, including the related allocations. See “Results of Operations—Mortgage Insurance” and “Results of Operations—Services” for the operating results of these business segments for the three and six months ended June 30, 2017, compared to the same periods in 2016.

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 2016 Form 10-K.

The following table highlights selected information related to our consolidated results of operations for the three and six months ended June 30, 2017 and 2016:

(In millions, except per-share amounts)	Three Months Ended June 30,		\$ Change Favorable (Unfavorable)	Six Months Ended June 30,		\$ Change Favorable (Unfavorable)
	2017	2016 (1)	2017 vs. 2016	2017	2016 (1)	2017 vs. 2016
Pretax income (loss)	\$ (35.5)	\$ 156.5	\$ (192.0)	\$ 79.2	\$ 258.9	\$ (179.7)
Net income (loss)	(27.3)	98.1	(125.4)	49.1	164.4	(115.3)
Diluted net income (loss) per share	(0.13)	0.44	(0.57)	0.22	0.73	(0.51)
Book value per share at June 30	13.54	13.09	0.45	13.54	13.09	0.45
Net premiums earned—insurance	229.1	229.1	—	450.9	450.0	0.9
Services revenue	37.8	40.3	(2.5)	75.8	73.1	2.7
Net investment income	30.1	28.8	1.3	61.1	56.0	5.1
Net gains (losses) on investments and other financial instruments	5.3	30.5	(25.2)	2.5	61.8	(59.3)
Provision for losses	17.2	49.7	32.5	64.1	92.7	28.6
Cost of services	25.6	27.4	1.8	54.0	50.9	(3.1)
Other operating expenses	68.8	63.2	(5.6)	137.1	120.4	(16.7)
Interest expense	16.2	22.5	6.3	32.1	44.1	12.0
Loss on induced conversion and debt extinguishment	1.2	2.1	0.9	5.7	57.7	52.0
Impairment of goodwill	184.4	—	(184.4)	184.4	—	(184.4)
Amortization and impairment of other intangible assets	18.9	3.3	(15.6)	22.2	6.6	(15.6)
Income tax provision (benefit)	(8.1)	58.4	66.5	30.1	94.6	64.5
Adjusted pretax operating income (2)	\$ 163.8	\$ 131.4	\$ 32.4	\$ 289.0	\$ 261.6	\$ 27.4

(1) Reflects changes made during the fourth quarter of 2016 to align our segment reporting structure concurrent with changes in personnel reporting lines and management oversight related to contract underwriting performed on behalf of third parties. Revenue and expenses for this business are now reflected in the Services segment. As a result, Services revenue and cost of services have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses. See Note 3 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

(2) See “—Use of Non-GAAP Financial Measure” below.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

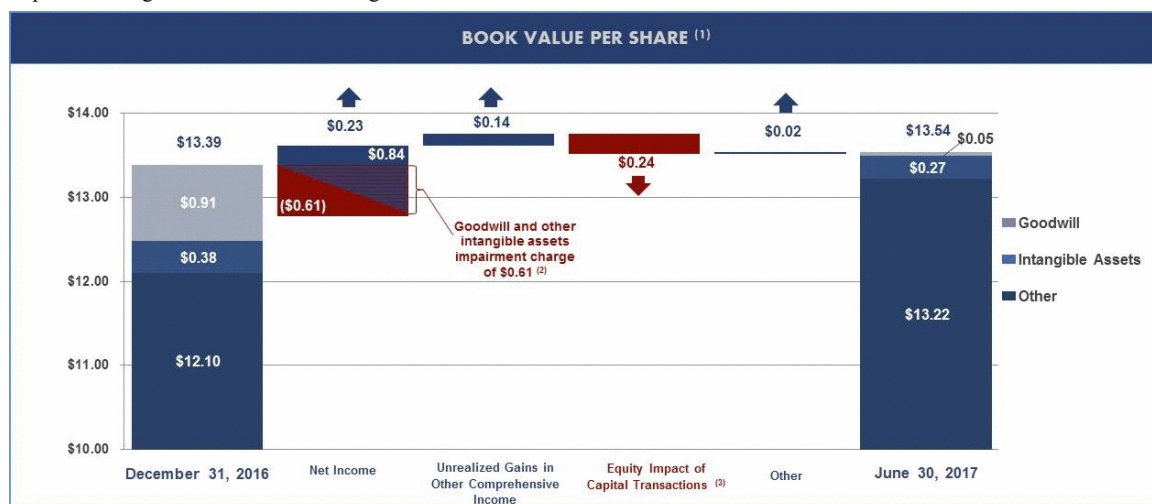
Net Income (Loss). As discussed in more detail below, our results for the three and six months ended June 30, 2017, as compared to the same periods in 2016, primarily reflect: (i) the impairment of goodwill and other intangible assets related to the Services segment; (ii) a decrease in net gains on investments and other financial instruments; and (iii) an increase in other operating expenses. Partially offsetting these items is: (i) an income tax benefit, primarily associated with the impairments of goodwill and other intangible assets; (ii) a decrease in the provision for losses; and (iii) lower interest expense. See “Results of Operations—Mortgage Insurance” and “Results of Operations—Services” for more information on our segment results, and Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information on our goodwill and other intangible assets.

Diluted Net Income (Loss) Per Share. The change in diluted net income (loss) per share for the three and six months ended June 30, 2017 was unfavorable compared to the same periods in 2016, primarily due to the changes in net income (loss), as discussed above, partially offset by the decrease in average diluted shares. The average diluted shares decreased from 226.2 million shares and 232.9 million shares for the three and six months ended June 30, 2016, respectively, to 215.2 million shares and 220.5 million shares, respectively, for the same periods in 2017. See Note 2 of Notes to Unaudited Condensed Consolidated Financial Statements.

The decrease in average diluted shares for the six months ended June 2017 is primarily due to the full-year impact of the series of capital management transactions effected in 2016. In addition, in January 2017, we settled our obligations with respect to the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019 which, as of the settlement date, resulted in an aggregate decrease of 6.4 million diluted shares for purposes of determining diluted net income per share. See “Overview—2017 Developments” above and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Overview—2016 and Other Recent Capital Management Developments” in our 2016 Form 10-K.

The decrease in diluted shares for the three months ended June 30, 2017, is primarily a result of our net loss, which caused our common stock equivalents under our share-based compensation arrangements and our convertible debt to be anti-dilutive, and therefore excluded from the calculation of average diluted shares.

Book Value Per Share. The increase in book value per share from \$13.39 at December 31, 2016 to \$13.54 at June 30, 2017 is primarily due to net income and the increase in unrealized gains in other comprehensive income, partially offset by the equity impact of the cash settlements of our obligations on the Convertible Senior Notes due 2017 and 2019, as shown in the chart below. The impact of net income included a charge of \$0.61 per share for impairment of goodwill and other intangible assets. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements.



(1) All book value per share items above are calculated based on 214.5 million shares outstanding as of December 31, 2016, except for the June 30, 2017 book value per share, which was calculated based on 215.2 million shares outstanding as of June 30, 2017.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

- (2) The \$0.23 impact of net income on book value per share includes an impact of \$0.61 per share resulting from the impairment of goodwill and other intangible assets.
- (3) Reflects the net equity impact of the extinguishment of the remaining Convertible Senior Notes due 2019 and the purchases of a portion of the Convertible Senior Notes due 2017, excluding the loss on conversion and debt extinguishment, which is included in net income.

The amount of goodwill and other intangible assets included in book value per share decreased significantly, from \$1.29 per share at December 31, 2016 to \$0.32 at June 30, 2017, primarily due to the impairment of goodwill and other intangible assets, in each case related to the Services segment, as shown in the chart below.



Services Revenue and Cost of Services. Services revenue and cost of services represent amounts related to our Services segment. See “Results of Operations—Services” below for more information.

Net Investment Income. For the three and six months ended June 30, 2017 and 2016, net investment income represents investment income from investments held at Radian Group that are allocated to the Mortgage Insurance segment and investment income from investments held by the Mortgage Insurance segment. See “—Results of Operations—Mortgage Insurance” for more information.

Net Gains (Losses) on Investments and Other Financial Instruments. The decrease in net gains (losses) on investments and other financial instruments is primarily due to the fair market value impact of a smaller decline in market interest rates during the first half of 2017 than during the same period in 2016. The components of the net gains (losses) on investments and other financial instruments for the periods indicated are as follows:

(In millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net unrealized gains (losses) related to change in fair value of trading securities and other investments	\$ 6.9	\$ 27.7	\$ 12.2	\$ 62.9
Net realized gains (losses) on investments	(1.2)	1.6	(9.4)	(4.0)
Other-than-temporary impairment losses	(1.0)	—	(1.0)	—
Net gains (losses) on other financial instruments	0.6	1.2	0.7	2.9
Net gains (losses) on investments and other financial instruments	\$ 5.3	\$ 30.5	\$ 2.5	\$ 61.8

Other Operating Expenses. Other operating expenses for the three months ended June 30, 2017, as compared to the same period in 2016, reflect an increase primarily due to: (i) certain expenses accrued to defend and potentially resolve certain outstanding legal matters; (ii) increases in technology expenses associated with a significant investment in upgrading our systems; and (iii) a decrease in ceding commissions. This increase was partially offset by lower compensation expense, including variable incentive-based compensation. The expense associated with the annual grants of new equity-settled long-term incentive awards was lower as compared to the same period in 2016, primarily due to the higher acceleration of such expense for retirement-eligible employees in 2016.

In addition to the items discussed above for the three months ended June 30, 2017, other operating expenses for the six months ended June 30, 2017, as compared to the same period in 2016, also reflect an increase and included \$4.5 million of expenses associated with retirement and consulting agreements entered into in February 2017 with our former Chief Executive Officer. We expect to recognize additional expenses associated with the retirement and consulting agreements throughout 2017. A significant amount of the compensation provided for under the retirement and consulting agreements is performance-based, and therefore, a portion of both the current and future expenses associated with these arrangements are subject to change, based on the Company's and former Chief Executive Officer's future performance.

Interest Expense. Interest expense for the three and six months ended June 30, 2017 decreased compared to the same periods in 2016. This decrease was primarily due to reductions in interest expense from: (i) our August 2016 redemption of the remaining \$195.5 million aggregate principal amount of our Senior Notes due 2017; (ii) our January 2017 settlement of the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019; and (iii) our purchases during 2016 of \$322.0 million aggregate principal amount of Convertible Senior Notes due 2019. For the six months ended June 30, 2017, these reductions were partially offset by increased interest expense from the March 2016 issuance of \$350 million aggregate principal amount of 7.000% Senior Notes due 2021. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Loss on Induced Conversion and Debt Extinguishment. During the second quarter of 2017, we entered into privately negotiated agreements to purchase a portion of our outstanding Convertible Senior Notes due 2017 in an aggregate principal amount of \$21.6 million. We funded the purchases with \$31.6 million in cash (plus accrued and unpaid interest due on the purchased notes). These purchases of Convertible Senior Notes due 2017 resulted in a loss on induced conversion and debt extinguishment of \$1.2 million.

During the first quarter of 2017, the settlement of our obligations on the remaining Convertible Senior Notes due 2019 resulted in a loss on debt extinguishment of \$4.5 million, representing the difference between the fair value and the carrying value, net of unamortized issuance costs, of the liability component of the Convertible Senior Notes due 2019.

During the first six months of 2016, our purchases of Convertible Senior Notes due 2017 and 2019 resulted in a loss on induced conversion and debt extinguishment of \$57.7 million consisting of: (i) a market premium of \$41.0 million, representing the excess of the fair value of the total consideration delivered to the sellers of the convertible notes over the fair value of securities issuable pursuant to the original conversion terms; (ii) a loss on extinguishment of debt of \$15.6 million, representing the difference between the fair value and the carrying value, net of unamortized issuance costs, of the liability component of the purchased notes; and (iii) expenses totaling \$1.1 million for transaction costs.

Impairment of Goodwill. During the second quarter of 2017, we recorded a goodwill impairment charge of \$184.4 million, as well as an impairment charge for other intangible assets of \$15.8 million, in each case related to our Services segment. These charges were primarily due to changes in expectations regarding the future growth of certain Services product lines, resulting from decisions to change our business strategy, combined with market trends observed during the second quarter of 2017 that we expect to persist. As a result, as of June 30, 2017 the remaining balances of goodwill and other intangible assets reported in our condensed consolidated balance sheet were \$10.9 million and \$58.9 million, respectively. See Note 6 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Income Tax Provision (Benefit). Our effective tax rate was 22.9% and 38.0% for the three and six months ended June 30, 2017, respectively, compared to 37.3% and 36.5% for the same periods in 2016. For the three months ended June 30, 2017, the change from our federal statutory tax rate of 35% was primarily due to the tax impact of discrete items. The impact of discrete items may fluctuate from period to period and their impact on the effective tax rate for 2017 was more significant due to the relative size of our pretax income (loss) in 2017 as compared to 2016. The change from our federal statutory tax rate of 35% for the six months ended June 30, 2017, was primarily due to state and local income taxes and was partially offset with the tax benefit associated with the accounting for uncertain tax positions. Our tax rates for the three and six months ended June 30, 2016, were primarily impacted by the non-deductible portions of the purchase premiums relating to our Convertible Senior Notes due 2017 and 2019.

Use of Non-GAAP Financial Measure. In addition to the traditional GAAP financial measures, we have presented "adjusted pretax operating income," a non-GAAP financial measure for the consolidated company, among our key performance indicators to evaluate our fundamental financial performance. This non-GAAP financial measure aligns with the way our business performance is evaluated by both management and by our board of directors. This measure has been established in order to increase transparency for the purposes of evaluating our core operating trends and enabling more meaningful comparisons with our peers. Although on a consolidated basis "adjusted pretax operating income" is a non-GAAP financial measure, for the reasons discussed above we believe this measure aids in understanding the underlying performance of our operations. 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 our business segments and to allocate resources to the segments.

Adjusted pretax operating income is defined as GAAP consolidated pretax income (loss) excluding the effects of: (i) net gains (losses) on investments and other financial instruments; (ii) loss on induced conversion and debt extinguishment; (iii) acquisition-related expenses; (iv) amortization or impairment of goodwill and other intangible assets; and (v) net impairment losses recognized in earnings.

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). These adjustments, along with the reasons for their treatment, are described below.

- (1) *Net gains (losses) on investments and other financial instruments.* The recognition of realized investment gains or losses can vary significantly across periods as the activity is highly discretionary based on the timing of individual securities sales due to such factors as market opportunities, our tax and capital profile and overall market cycles. Unrealized investment gains and losses arise primarily from changes in the market value of our investments that are classified as trading securities. These valuation adjustments may not necessarily result in realized economic gains or losses.

Trends in the profitability of our fundamental operating activities can be more clearly identified without the fluctuations of these realized and unrealized gains or losses. We do not view them to be indicative of our fundamental operating activities. Therefore, these items are excluded from our calculation of adjusted pretax operating income (loss).

- (2) *Loss on induced conversion and debt extinguishment.* Gains or losses on early extinguishment of debt and losses incurred to purchase our convertible debt prior to maturity are discretionary activities that are undertaken in order to take advantage of market opportunities to strengthen our financial and capital positions; therefore, we do not view these activities as part of our operating performance. Such transactions do not reflect expected future operations and do not provide meaningful insight regarding our current or past operating trends. Therefore, these items are excluded from our calculation of adjusted pretax operating income (loss).
- (3) *Acquisition-related expenses.* Acquisition-related expenses represent the costs incurred to effect an acquisition of a business (i.e., a business combination). Because we pursue acquisitions on a strategic and selective basis and not in the ordinary course of our business, we do not view acquisition-related expenses as a consequence of a primary business activity. Therefore, we do not consider these expenses to be part of our operating performance and they are excluded from our calculation of adjusted pretax operating income (loss).
- (4) *Amortization or impairment of goodwill and other intangible assets.* Amortization of intangible assets represents the periodic expense required to amortize the cost of intangible assets over their estimated useful lives. Intangible assets with an indefinite useful life are also periodically reviewed for potential impairment, and impairment adjustments are made whenever appropriate. These charges are not viewed as part of the operating performance of our primary activities and therefore are excluded from our calculation of adjusted pretax operating income (loss).
- (5) *Net impairment losses recognized in earnings.* The recognition of net impairment losses on investments can vary significantly in both size and timing, depending on market credit cycles. We do not view these impairment losses to be indicative of our fundamental operating activities. Therefore, whenever these losses occur, we exclude them from our calculation of adjusted pretax operating income (loss).

Total adjusted pretax operating income is not a measure of total profitability, and therefore should not be considered in isolation or viewed as a substitute for GAAP pretax income (loss). Our definition of adjusted pretax operating income may not be comparable to similarly-named measures reported by other companies.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

The following table provides a reconciliation of the most comparable GAAP measure, consolidated pretax income (loss), to our non-GAAP financial measure for the consolidated company, adjusted pretax operating income:

Reconciliation of Consolidated Non-GAAP Financial Measure				
(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Consolidated pretax income (loss)	\$ (35,474)	\$ 156,547	\$ 79,196	\$ 258,949
Less income (expense) items:				
Net gains (losses) on investments and other financial instruments	5,331	30,527	2,480	61,813
Loss on induced conversion and debt extinguishment	(1,247)	(2,108)	(5,703)	(57,678)
Acquisition-related (expenses) benefits (1)	(64)	54	(72)	(151)
Impairment of goodwill	(184,374)	—	(184,374)	—
Amortization and impairment of other intangible assets	(18,856)	(3,311)	(22,152)	(6,639)
Total adjusted pretax operating income (2)	<u>\$ 163,736</u>	<u>\$ 131,385</u>	<u>\$ 289,017</u>	<u>\$ 261,604</u>

(1) Acquisition-related expenses represent expenses incurred to effect the acquisition of a business, net of adjustments to accruals previously recorded for acquisition expenses.

(2) Total adjusted pretax operating income consists of adjusted pretax operating income (loss) for each segment as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Adjusted pretax operating income (loss):				
Mortgage insurance (a)	\$ 170,361	\$ 137,136	\$ 304,994	\$ 277,302
Services (a)	(6,625)	(5,751)	(15,977)	(15,698)
Total adjusted pretax operating income	<u>\$ 163,736</u>	<u>\$ 131,385</u>	<u>\$ 289,017</u>	<u>\$ 261,604</u>

(a) Includes inter-segment expenses and revenues as disclosed in Note 3 of Notes to Unaudited Condensed Consolidated Financial Statements.

Results of Operations—Mortgage Insurance

Three and Six Months Ended June 30, 2017 Compared to Three and Six Months Ended June 30, 2016

The following table summarizes our Mortgage Insurance segment's results of operations for the three and six months ended June 30, 2017 and 2016:

(In millions)	Three Months Ended June 30,		\$ Change Favorable (Unfavorable)	Six Months Ended June 30,		\$ Change Favorable (Unfavorable)
	2017	2016 (1)	2017 vs. 2016	2017	2016 (1)	2017 vs. 2016
Adjusted pretax operating income (2)	\$ 170.4	\$ 137.1	\$ 33.3	\$ 305.0	\$ 277.3	\$ 27.7
Net premiums written—insurance (3)	241.3	232.4	8.9	466.0	258.7	207.3
(Increase) decrease in unearned premiums	(12.2)	(3.3)	(8.9)	(15.1)	191.4	(206.5)
Net premiums earned—insurance	229.1	229.1	—	450.9	450.0	0.9
Net investment income	30.1	28.8	1.3	61.1	56.0	5.1
Provision for losses	17.7	50.1	32.4	64.9	93.4	28.5
Other operating expenses (4)	53.8	48.7	(5.1)	107.3	90.5	(16.8)
Interest expense	11.7	18.1	6.4	23.3	35.2	11.9

- (1) Reflects changes made during the fourth quarter of 2016 to align our segment reporting structure concurrent with changes in personnel reporting lines and management oversight related to contract underwriting performed on behalf of third parties. Revenue and expenses for this business are now reflected in the Services segment. As a result, Services revenue, cost of services and other operating expenses have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses. See Note 3 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.
- (2) Our senior management uses adjusted pretax operating income (loss) as our primary measure to evaluate the fundamental financial performance of each of the Company's business segments.
- (3) Net of ceded premiums written under the QSR Transactions and the Single Premium QSR Transaction. See Note 7 of Notes to Unaudited Condensed Consolidated Financial Statements for more information.
- (4) Includes allocation of corporate operating expenses of \$15.9 million and \$30.1 million for the three and six months ended June 30, 2017, respectively, and \$14.3 million and \$23.6 million for the three and six months ended June 30, 2016, respectively.

Adjusted Pretax Operating Income. Our Mortgage Insurance segment's adjusted pretax operating income increased for the three and six months ended June 30, 2017, compared to the same periods in 2016, primarily reflecting a decrease in the provision for losses and a decrease in interest expense. The impact of these increases in adjusted pretax operating income was partially offset by higher other operating expenses.

NIW, IIF, RIF

A key component of our current business strategy is to grow our mortgage insurance business by writing insurance on high-quality mortgages in the U.S. Consistent with this objective, we wrote \$14.3 billion and \$24.4 billion of primary new mortgage insurance in the three and six months ended June 30, 2017, respectively, compared to \$12.9 billion and \$21.0 billion in the three and six months ended June 30, 2016, respectively. The combination of our NIW and a higher persistency rate resulted in an increase in IIF, from \$183.5 billion at December 31, 2016 to \$191.6 billion at June 30, 2017.

The 11.0% and 16.2% increases in NIW for the three and six months ended June 30, 2017, compared to the same periods in 2016, are primarily attributable to an increase in purchase mortgage originations overall as well as an increase in our share of the MI market, partially offset by a decline in refinance originations. We believe total mortgage originations were lower for the three and six months ended June 30, 2017, as compared to the comparable periods in 2016, primarily resulting from a decrease in refinance mortgage originations due to the slightly higher interest rate environment, partially offset by an increase in home purchase mortgage volume due to favorable economic conditions. Because the penetration rate for mortgage insurance is three to five times higher on purchase originations than on refinancing transactions, the mortgage insurance market increased during the first half of 2017, compared to the same period in 2016, despite the decline in total mortgage originations.

Although it is difficult to project future volumes, industry sources currently expect the mortgage origination market for the full year 2017 to decline approximately 17% compared to 2016, driven by a decline in refinance originations of approximately 43% as a result of anticipated higher interest rates, partially offset by an expected increase in purchase originations of approximately 6%. However, due to the higher private mortgage insurance penetration on purchase originations compared to refinancing transactions, as mentioned above, we expect the private mortgage insurance market to be only modestly smaller for the full year 2017 compared to 2016. As a result, we expect our NIW in 2017 to be comparable to our \$50.5 billion of NIW written in 2016.

We monitor competitive and economic factors while seeking to balance both profitability and market share considerations in developing our strategies. As demonstrated by our strong NIW generated in the three and six months ended June 30, 2017, we believe we remain well positioned to compete for the high-quality business being originated today, including the generally more profitable, borrower-paid monthly premium business, while at the same time maintaining projected returns on NIW within our targeted ranges. Our pricing is risk-based and is intended to align with the capital requirements under the PMIERS, while considering pricing trends within the private mortgage insurance industry. As a result, our pricing is expected to generate relatively consistent returns across the credit spectrum and to provide relatively stable expected loss ratios in periods of further credit expansion.

Over the life of the policies, we expect that our current pricing (including the impact of the Single Premium QSR Transaction) will produce returns on required capital on new business on an unlevered basis (i.e., after-tax underwriting returns plus projected investment income) of approximately 13% to 14%, and approximately 17% to 18% on a levered basis (i.e., after-tax returns taking into consideration a targeted corporate debt to capital ratio of less than 30%). Our actual portfolio returns will depend on a number of factors, including economic conditions, the mix of NIW that we are able to write, our pricing and the amount of reinsurance we use.

Throughout the industry, NIW on mortgage loans with LTVs greater than 95% has been increasing. In general, borrowers who purchase a home with mortgage insurance tend to have higher LTVs than borrowers who refinance with mortgage insurance. With purchase volume becoming a larger proportion of total originations and access to credit continuing to steadily expand, the proportion of higher-LTV lending in the market has therefore increased. As further described below, additional primary factors contributing to an increase in the industry's NIW on mortgage loans with LTVs greater than 95% include: (i) GSE program enhancements and guideline changes and (ii) recent lender response to market demands, particularly in light of increasing demand from first-time homebuyers. These primary drivers have been further supported by FHA regulatory enforcement actions that may cause lenders to choose GSE execution over the FHA, as well as the widespread private mortgage insurance pricing changes that occurred in the first half of 2016.

As the demand from first-time homebuyers has increased, the mortgage industry has been responding by expanding high-LTV lending. Recently enhanced GSE programs, including Fannie Mae's HomeReady program and Freddie Mac's Home Possible and Home Possible Advantage programs, are designed to make home ownership more affordable for low- to moderate-income borrowers, particularly in low-income or under-served communities. These programs include features such as: (i) lower down payments; (ii) gifts and grants as a source of funds for down payment and closing costs; (iii) improved affordability through a reduced mortgage insurance coverage requirement and GSE risk-based pricing waivers; and (iv) homeownership education options. As a result of all of these factors, home purchases by first-time homebuyers, who traditionally require mortgage loans with higher LTVs, are becoming an increasingly significant portion of the total market.

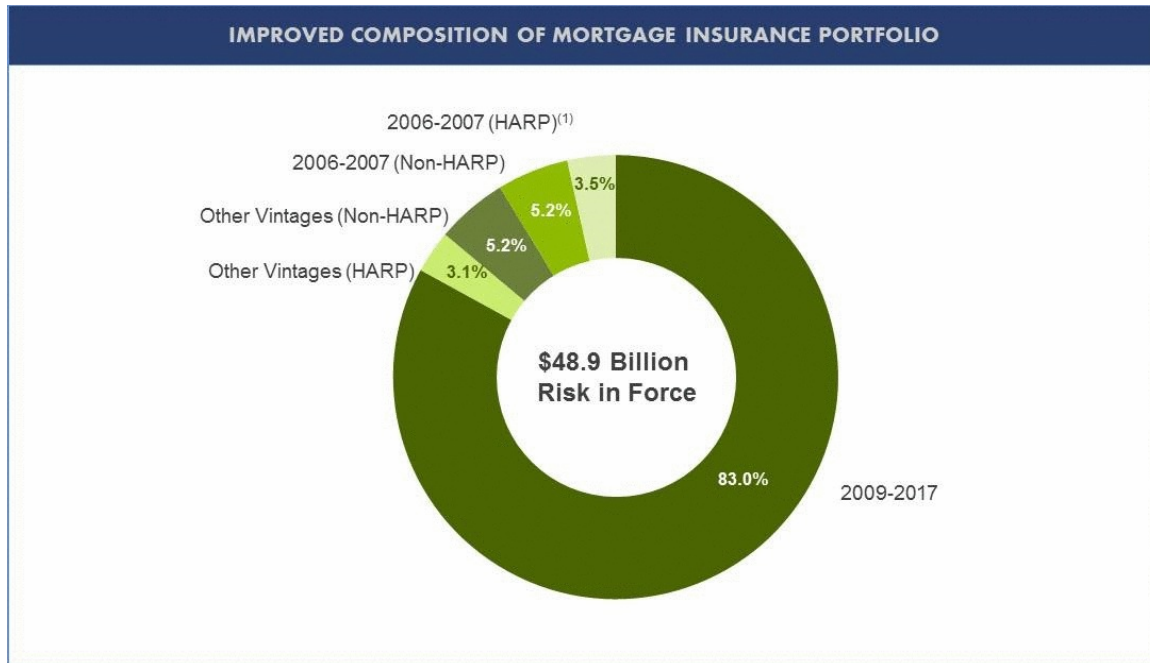
As a percentage of our total NIW, the level of our purchase origination volume increased and our refinance origination volume decreased during the three- and six-month periods ended June 30, 2017, compared to the same periods in 2016. As a percentage of our total NIW, the volume of our NIW on mortgage loans with LTVs greater than 95% also increased during the three- and six-month periods ended June 30, 2017, compared to the same periods in 2016, primarily driven by the various factors discussed above. However, despite these recent volume increases, the proportion of loans with LTVs greater than 95% is significantly lower in our Post-legacy portfolio than in our Legacy Portfolio.

Virtually all of our Post-legacy new mortgage insurance business has been prime business. These loans possess significantly improved credit characteristics compared to our Legacy Portfolio. As compared to our Legacy Portfolio, our Post-legacy portfolio contains mortgages from borrowers with higher FICO scores and fewer mortgages with layered risk that combine multiple higher-risk attributes within the same loan, such as a low FICO score with an investment property, or a low FICO score with a cash-out refinancing. Historical loan data indicates that credit scores and underwriting quality are key drivers of credit performance. These changes have contributed to the improved credit quality of our overall mortgage insurance portfolio, as illustrated below, as of June 30, 2017.

Primary RIF Distribution		
Layered Risk (1)	2005-08	2009+
FICO <680 and Cash-out Refinance	7.7%	0.0%
FICO <680 and Original LTV >95	9.4%	0.3%
Investment/Second Home and FICO <=720	2.2%	0.5%

(1) Layered risk exists when multiple high-risk attributes are combined within the same loan.

The chart below illustrates the improved composition of our direct primary mortgage insurance RIF at June 30, 2017, based on origination vintages.

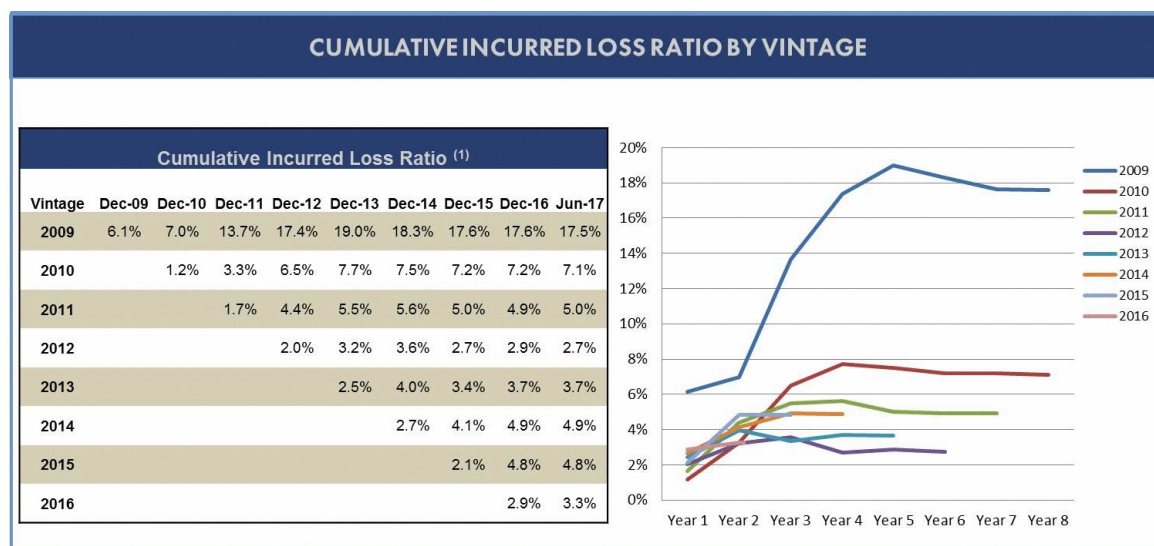


(1) In 2009, the GSEs began offering HARP loans, which allow a borrower who is not delinquent to refinance a mortgage if the borrower has been unable to take advantage of lower interest rates because the borrower's home has decreased in value. We exclude HARP loans from our NIW for the period in which the refinance occurs. During the six months ended June 30, 2017, new HARP loans accounted for \$45.9 million of newly refinanced loans that were not included in Radian Guaranty's NIW for the period, compared to \$120.3 million for the same period in 2016. The HARP deadline for refinancing is September 30, 2017.

Our Post-legacy Portfolio represents 83.0% of our total mortgage insurance portfolio and continues to increase in proportion to our total primary RIF. The growth of our Post-legacy Portfolio, together with continued improvement in the portfolio as a result of HARP refinancings, among other things, has contributed to the significant improvement in the credit quality of our overall mortgage insurance portfolio. Refinancings under HARP have positively impacted the overall credit quality and composition of our mortgage insurance portfolio because the refinancing generally results in terms under which a borrower has a greater ability to pay and more financial flexibility to cover the loan obligations. As shown in the chart above, the sum of our Post-legacy Portfolio and our HARP refinancings accounted for approximately 90% of our total primary RIF at June 30, 2017. This compares to 88% at December 31, 2016.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

The improvement in the credit quality of our mortgage insurance portfolio is demonstrated by improved default trends for our Post-legacy mortgage insurance policies. Our expected future losses on our Post-legacy Portfolio, including HARP refinancings, are significantly lower than those experienced on our Legacy Portfolio. The following charts illustrate the improved trends in our cumulative incurred loss ratios by year of origination and development year.



(1) Represents inception-to-date losses incurred as a percentage of net premiums earned.

The following tables provide selected information as of and for the periods indicated related to mortgage insurance NIW, RIF and IIF. Policy years represent the original policy years, and have not been adjusted to reflect subsequent HARP refinancing activity. Primary RIF and IIF amounts at June 30, 2017 include \$255 million and \$1.0 billion, respectively, related to loans that are subject to the Freddie Mac Agreement. Although we no longer have future claim liability on these loans, we continue to receive premiums on the related loans and the insurance remains in force until the final settlement of the Freddie Mac Agreement on August 29, 2017, and therefore, these loans are included in our primary RIF and IIF. Throughout this report, unless otherwise noted, RIF is presented on a gross basis and includes the amount ceded under reinsurance. NIW, RIF and IIF for direct single premiums 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).

(\$ in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2017		2016		2017		2016	
Total primary NIW by FICO Score								
≥740	\$ 8,836	61.6%	\$ 7,871	60.9%	\$ 15,004	61.5%	\$ 12,587	60.0%
680-739	4,672	32.6	4,165	32.2	7,955	32.6	6,880	32.8
620-679	834	5.8	885	6.9	1,438	5.9	1,525	7.2
Total primary NIW	\$ 14,342	100.0%	\$ 12,921	100.0%	\$ 24,397	100.0%	\$ 20,992	100.0%

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

(\$ in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Percentage of primary NIW				
Direct Monthly and Other Premiums	77%	74%	76%	73%
Direct Single Premiums	23%	26%	24%	27%
Net Single Premiums (1)	15%	17%	16%	18%
Refinances	9%	18%	12%	18%
LTV				
95.01% and above	12.8%	4.8%	11.3%	4.4%
90.01% to 95.00%	47.3%	50.2%	47.3%	50.3%
85.01% to 90.00%	28.8%	31.8%	29.4%	32.3%
85.00% and below	11.1%	13.2%	12.0%	13.0%
Primary risk written	\$ 3,646	\$ 3,256	\$ 6,153	\$ 5,293

(1) Represents the percentage of direct single premiums written, after consideration of the 35% single premium NIW ceded under the Single Premium QSR Transaction.

(\$ in millions)	June 30, 2017	December 31, 2016	June 30, 2016
Primary IIF			
Direct Monthly and Other Premiums	68%	68%	68%
Direct Single Premiums	32%	32%	32%
Net Single Premiums (1)	25%	25%	25%
Total Primary IIF	\$ 191,637	\$ 183,450	\$ 177,672
Persistency Rate (12 months ended)	78.5%	76.7%	79.9%
Persistency Rate (quarterly, annualized) (2)	82.8%	76.8%	78.0%

(1) Represents the percentage of single premium IIF, after giving effect to all reinsurance ceded.

(2) The Persistency Rate on a quarterly, annualized basis may be impacted by seasonality or other factors, and may not be indicative of full-year trends.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

(\$ in millions)	June 30, 2017		December 31, 2016		June 30, 2016	
Primary RIF by Premium Type						
Direct Monthly and Other Premiums	\$ 33,571	68.6%	\$ 32,136	68.8%	\$ 31,205	68.8%
Direct Single Premiums	15,358	31.4	14,605	31.2	14,119	31.2
Total primary RIF	<u>\$ 48,929</u>	<u>100.0%</u>	<u>\$ 46,741</u>	<u>100.0%</u>	<u>\$ 45,324</u>	<u>100.0%</u>
Net Single Premiums (1)	\$ 10,621	24.5%	\$ 10,161	24.5%	\$ 9,885	24.7%
Primary RIF by Risk Grade						
Prime	\$ 47,075	96.2%	\$ 44,708	95.6%	\$ 43,076	95.0%
Alt-A	1,062	2.2	1,168	2.5	1,302	2.9
A minus and below	792	1.6	865	1.9	946	2.1
Total primary RIF	<u>\$ 48,929</u>	<u>100.0%</u>	<u>\$ 46,741</u>	<u>100.0%</u>	<u>\$ 45,324</u>	<u>100.0%</u>

(1) Represents the dollar amount and percentage, respectively, of single premium RIF, after giving effect to all reinsurance ceded.

(\$ in millions)	June 30, 2017		December 31, 2016		June 30, 2016	
Total primary RIF by FICO score						
>=740	\$ 28,514	58.3%	\$ 26,939	57.6%	\$ 25,897	57.1%
680-739	15,249	31.1	14,497	31.0	13,941	30.8
620-679	4,537	9.3	4,620	9.9	4,739	10.5
<=619	629	1.3	685	1.5	747	1.6
Total primary RIF	<u>\$ 48,929</u>	<u>100.0%</u>	<u>\$ 46,741</u>	<u>100.0%</u>	<u>\$ 45,324</u>	<u>100.0%</u>
Primary RIF on defaulted loans (1)	<u>\$ 1,124</u>		<u>\$ 1,363</u>		<u>\$ 1,398</u>	

(1) Excludes risk related to loans subject to the Freddie Mac Agreement.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

(\$ in millions)	June 30, 2017		December 31, 2016		June 30, 2016	
Total primary RIF by LTV						
95.01% and above	\$ 3,926	8.0%	\$ 3,447	7.4%	\$ 3,211	7.1%
90.01% to 95.00%	25,880	52.9	24,439	52.3	23,397	51.6
85.01% to 90.00%	15,508	31.7	15,208	32.5	15,107	33.3
85.00% and below	3,615	7.4	3,647	7.8	3,609	8.0
Total primary RIF	<u>\$ 48,929</u>	<u>100.0%</u>	<u>\$ 46,741</u>	<u>100.0%</u>	<u>\$ 45,324</u>	<u>100.0%</u>
Percentage of primary RIF						
Refinances	20%		21%		22%	
Loan Type:						
Fixed	97.1%		97.0%		96.5%	
Adjustable rate mortgages (fully indexed) (1)	2.2		2.2		2.5	
Mortgages with interest only or potential negative amortization	0.7		0.8		1.0	
Total	<u>100.0%</u>		<u>100.0%</u>		<u>100.0%</u>	
Total primary RIF by policy year						
2008 and prior	\$ 8,316	17.0%	\$ 9,143	19.5%	\$ 10,155	22.4%
2009	377	0.8	468	1.0	608	1.3
2010	351	0.7	417	0.9	519	1.2
2011	802	1.7	917	2.0	1,112	2.5
2012	3,279	6.7	3,734	8.0	4,410	9.7
2013	5,235	10.7	5,902	12.6	7,028	15.5
2014	5,000	10.2	5,607	12.0	6,768	14.9
2015	7,890	16.1	8,469	18.1	9,497	21.0
2016	11,608	23.7	12,084	25.9	5,227	11.5
2017	6,071	12.4	—	—	—	—
Total primary RIF	<u>\$ 48,929</u>	<u>100.0%</u>	<u>\$ 46,741</u>	<u>100.0%</u>	<u>\$ 45,324</u>	<u>100.0%</u>

(1) "Fully indexed" refers to loans where payment adjustments are equal to mortgage-rate adjustments.

Net Premiums Written and Earned. Net premiums written for the three and six months ended June 30, 2017 increased compared to the same periods in 2016 primarily due to the impact of the increase in NIW. Net premiums written for the six months ended June 30, 2017, compared to the same period in 2016, were also impacted by the implementation of the Single Premium QSR Transaction, effective as of January 1, 2016. At its initial implementation, the Single Premium QSR Transaction resulted in ceding certain single premium IIF written from January 1, 2012 to January 1, 2016, which negatively impacted net premiums written in 2016. See Note 8 of Notes to Consolidated Financial Statements in our 2016 Form 10-K.

Net premiums earned were relatively unchanged for the three and six months ended June 30, 2017, compared to the same periods in 2016, primarily as a result of less accelerated revenue recognition due to fewer Single Premium Policy cancellations during the three and six months ended June 30, 2017, as compared to the same periods in 2016. The impact of the decrease in Single Premium Policy cancellations was offset by decreased ceded premiums, net of profit commissions, and by the impact of our increased level of IIF during the three and six months ended June 30, 2017, as compared to the same periods in 2016.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

The table below provides additional information about the components of net premiums earned for the periods indicated.

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net premiums earned—insurance:				
Direct				
Premiums earned, excluding revenue from cancellations	\$ 229,883	\$ 224,919	\$ 455,530	\$ 449,782
Single premium cancellations	13,346	24,019	23,761	39,486
Direct premiums earned	243,229	248,938	479,291	489,268
Ceded				
Premiums earned, excluding revenue from cancellations	(14,924)	(18,575)	(30,545)	(38,414)
Single premium cancellations	(5,898)	(9,178)	(10,434)	(14,862)
Profit commission—reinsurance	6,682	7,891	12,570	14,025
Ceded premiums, net of profit commission	(14,140)	(19,862)	(28,409)	(39,251)
Assumed premiums earned	7	9	14	18
Total net premiums earned—insurance	\$ 229,096	\$ 229,085	\$ 450,896	\$ 450,035

Our expected rate of return on our Single Premium Policies is lower than on our Monthly Premium Policies because our premium rates are generally lower for our Single Premium Policies. Assuming all other factors remain constant, when loans with Single Premium Policies prepay earlier than expected, our profitability on Single Premium Policies is higher than anticipated. If loans with Single Premium Policies are repaid later than expected, however, our profitability on Single Premium Policies is lower than anticipated.

Assuming all other factors remain constant, over the life of the policies prepayment speeds have an inverse impact on the expected revenue from our Monthly Premium Policies. Slower loan prepayment speeds, demonstrated by a higher Persistency Rate, result in increased revenue from Monthly Premium Policies over time, as IIF remains in place and premium payments continue. Earlier than anticipated loan prepayments, demonstrated by a lower Persistency Rate, reduce the revenue from our Monthly Premium Policies. Prepayment speeds may be impacted by changes in interest rates, among other factors. An increasing interest rate environment generally will reduce refinancing activity and result in reduced prepayment speeds, whereas a declining interest rate environment generally will increase the level of refinancing activity and therefore prepayment speeds. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Factors Affecting Our Results—Mortgage Insurance—Premiums" in our 2016 Form 10-K.

The ultimate revenue produced by our mortgage insurance business is affected by the impact of mortgage prepayment speeds on the mix of business we write. Because prepayment speeds are difficult to project, our strategy has been to write a mix of Single Premium Policies and Monthly Premium Policies, which we believe balances the overall impact on our results if actual prepayment speeds are significantly different from expectations. The Single Premium QSR Transaction is consistent with our strategy to balance our mix of Single Premium Policies and Monthly Premium Policies. As of June 30, 2017, the impact of all of our third-party quota share reinsurance transactions reduced our Single Premium RIF from 31.4% to 24.5%. See "Overview—Operating Environment and Business Strategy" for more information.

We experienced a decrease in our total mix of Single Premium Policies to 24% of our NIW for the first six months of 2017, as compared to 27% for the first six months of 2016. Because Single Premium Policies are used more frequently in refinancing transactions than purchase transactions, the reduced level of refinancing activity we experienced in the first six months of 2017, compared to the same period in 2016, was a key driver of the decrease in our total mix of Single Premium Policies. Widespread industry pricing changes for Monthly Premium Policies in early 2016 also contributed to the decrease, as the pricing changes led to a subsequent shift in the industry toward Monthly Premium Policies. The level of Single Premium Policies for the first six months of 2016 was also consistent with our deliberate actions related to pricing, including our disciplined approach to offering customized (i.e., non-standard) pricing on lender-paid Single Premium Policies. We expect our production level for Single Premium Policies to vary over time based on factors that include risk-return and risk-mix considerations, as well as market conditions.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

Approximately 62% of the loans in our total primary mortgage insurance portfolio at June 30, 2017 have Monthly Premium Policies that provide a level monthly premium for the first 10 years of the policy, followed by a reduced level monthly premium thereafter. If a loan is refinanced under HARP, the initial 10-year period is reset. Due to the borrower's ability to cancel the policy, generally when the LTV reaches 80% of the original unpaid principal balance, and the automatic cancellation of the policy when the LTV reaches 78% of the unpaid principal balance, the volume of loans that remain insured after 10 years and would be subject to the premium reset is generally not material in relation to the total loans originated. However, in the event the volume of loans resetting from year to year varies significantly, the trend in earned premiums may also vary.

Net Premiums Written and Earned—Ceded. Historically, we have entered into reinsurance transactions as part of our capital and risk management activities.

Radian Guaranty entered into the Single Premium QSR Transaction with a panel of third-party reinsurers, and began ceding business under this agreement effective January 1, 2016. The Single Premium QSR Transaction is expected to increase Radian Guaranty's return on required capital for its Single Premium Policies. In future quarters, the impact of the Single Premium QSR Transaction will vary depending on the level of ceded RIF, as well as the levels of prepayments and incurred losses on the reinsured portfolio, among other factors.

The following table provides information related to the premium impact of our reinsurance transactions. See Note 7 of Notes to Unaudited Condensed Consolidated Financial Statements and "Liquidity and Capital Resources—*Radian Group—Short-Term Liquidity Needs*" for more information about our reinsurance transactions, including the ceded amounts related to the QSR Transactions.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
QSR Transactions				
% of total direct premiums written	1.9%	2.9%	2.1%	3.2%
% of total direct premiums earned	3.1%	4.5%	3.2%	4.6%
Single Premium QSR Transaction				
% of total direct premiums written	5.3%	4.6%	4.6%	43.1%
% of total direct premiums earned	2.6%	2.9%	2.5%	2.7%
First-Lien Captives				
% of total direct premiums written	0.1%	0.5%	0.1%	0.7%
% of total direct premiums earned	0.1%	0.5%	0.1%	0.7%

Net Investment Income. Increasing short-term yields and fully investing toward our targeted investment mix increased investment income for the three and six months ended June 30, 2017, compared to the same periods in 2016. All periods include full allocation to the Mortgage Insurance segment of net investment income from investments held at Radian Group.

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

(In millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Current period defaults (1)	\$ 45.3	\$ 44.8	\$ 88.9	\$ 101.0
Prior period defaults (2)	(28.2)	5.1	(24.7)	(8.4)
Other	0.6	0.2	0.7	0.8
Provision for losses	\$ 17.7	\$ 50.1	\$ 64.9	\$ 93.4

- (1) Related to defaulted loans with a 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.

Our mortgage insurance provision for losses for the three and six months ended June 30, 2017 decreased by \$32.4 million and \$28.5 million, respectively, compared to the same periods in 2016. Reserves established for new default notices were the primary driver of our total incurred losses for the three and six months ended June 30, 2017 and 2016. Current period primary defaults decreased by 10.2% and 7.1%, respectively, for the three and six months ended June 30, 2017, compared to the same periods in 2016. Our gross Default to Claim Rate assumption for new primary defaults was 11.0% as of June 30, 2017, compared to 12.5% as of June 30, 2016. This reduction in estimated Default to Claim Rates, which was based on observed trends, contributed to the reduction in the portion of our provision for losses related to new defaults in the three and six months ended June 30, 2017, compared to the same periods in 2016.

Our provision for losses for the six-month periods ended June 30, 2017 and 2016 was reduced by positive reserve development on prior period defaults, primarily due to reductions in certain Default to Claim Rate assumptions based on observed trends of higher Cures than were previously estimated on those prior period defaults. We also observed positive development on prior period defaults for the three months ended June 30, 2017, in comparison to the slight adverse development recorded on prior period defaults in the three months ended June 30, 2016, primarily due to the effect of changes in Default to Claim Rate assumptions.

Our primary default rate at June 30, 2017 was 2.6% compared to 3.2% at December 31, 2016. Our primary defaulted inventory comprised 23,755 loans at June 30, 2017, compared to 29,105 loans at December 31, 2016, representing a decrease of 18.4%. The reduction in our primary defaulted inventory is the result of the total number of defaulted loans: (i) that have cured; (ii) for which claim payments have been made; or (iii) that have resulted in net Rescissions and Claim Denials, collectively, exceeding the total number of new defaults on insured loans. The shift in our portfolio composition toward more recent vintages is expected to result in increasing levels of defaults from the Post-Legacy Portfolio, consistent with typical default seasoning patterns. However, we expect that the reductions in Legacy Portfolio defaults will outpace those increases in 2017. Therefore, we currently expect total new defaults for 2017 to continue to decrease throughout the year as compared to the prior year periods.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

The following table shows the number of primary loans that we have insured, the number of loans in default and the percentage of loans in default as of the dates indicated:

	June 30, 2017	December 31, 2016	June 30, 2016
Default Statistics—Primary Insurance:			
Total Primary Insurance			
Prime			
Number of insured loans	879,926	849,227	826,511
Number of loans in default	15,664	19,101	19,025
Percentage of loans in default	1.78%	2.25%	2.30%
Alt-A			
Number of insured loans	24,089	26,536	29,445
Number of loans in default	3,366	4,193	4,820
Percentage of loans in default	13.97%	15.80%	16.37%
A minus and below			
Number of insured loans	24,864	27,115	29,450
Number of loans in default	4,725	5,811	5,982
Percentage of loans in default	19.00%	21.43%	20.31%
Total Primary Insurance			
Number of insured loans (1)	928,879	902,878	885,406
Number of loans in default (2)	23,755	29,105	29,827
Percentage of loans in default	2.56%	3.22%	3.37%
Default Statistics—Pool Insurance:			
Number of loans in default	3,365	4,286	4,501

(1) Includes 5,433; 5,850; and 6,690 insured loans subject to the Freddie Mac Agreement at June 30, 2017, December 31, 2016 and June 30, 2016, respectively.

(2) Excludes 1,305; 1,639; and 2,180 loans in default at June 30, 2017, December 31, 2016 and June 30, 2016, respectively, subject to the Freddie Mac Agreement, and for which we no longer have claims exposure.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

The following table shows a rollforward of our primary loans in default, including new defaults from our Legacy Portfolio and Post-legacy Portfolio:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Beginning default inventory	25,793	30,869	29,105	35,303
Plus: New defaults				
Legacy Portfolio new defaults	5,714	7,309	11,893	14,541
Post-legacy new defaults	2,856	2,235	5,865	4,574
Total new defaults	8,570	9,544	17,758	19,115
Less: Cures	8,513	8,750	19,502	20,327
Less: Claims paid (1)(2)	2,082	1,797	3,586	4,285
Less: Rescissions and Claim Denials, net of (Reinstatements) (3)	13	39	20	(21)
Ending default inventory	23,755	29,827	23,755	29,827

(1) Includes those charged to a deductible or captive reinsurance transactions, as well as commutations.

(2) Net of any previous Rescissions and Claim Denials that were reinstated during the period (excluding activity related to the BofA Settlement Agreement). Such reinstated Rescissions and Claim Denials may ultimately result in a paid claim.

(3) Includes Rescissions, Claim Denials and Reinstatements on the population of loans subject to the BofA Settlement Agreement.

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 43% and 42% at June 30, 2017 and December 31, 2016, respectively. Our gross Default to Claim Rate estimates on defaulted loans are mainly developed based on the Stage of Default and Time in Default of the underlying defaulted loans, as measured by the progress toward a foreclosure sale and the number of months in default. Our gross Default to Claim Rate assumption for new primary defaults was reduced from 12% at December 31, 2016, to 11.5% at March 31, 2017 and 11.0% at June 30, 2017. As of June 30, 2017, our gross Default to Claim Rate assumptions on our primary portfolio ranged from 11.0% for new defaults, up to 62% for defaults not in foreclosure stage, and 81% for Foreclosure Stage Defaults.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

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

(\$ in thousands)	June 30, 2017					
	Total		Foreclosure Stage Defaulted Loans	Cure % During the 2nd Quarter	Reserve for Losses	% of Reserve
	#	%	#	%	\$	%
Missed payments:						
Three payments or less	8,152	34.3%	135	36.8%	\$ 83,869	15.6%
Four to eleven payments	6,433	27.1	504	21.3	111,711	20.9
Twelve payments or more	7,959	33.5	2,240	5.2	278,759	52.1
Pending claims	1,211	5.1	N/A	2.8	60,931	11.4
Total	<u>23,755</u>	<u>100.0%</u>	<u>2,879</u>		<u>535,270</u>	<u>100.0%</u>
IBNR and other					69,620	
LAE					15,492	
Total primary reserve					<u>\$ 620,382</u>	

June 30, 2017		
Key Reserve Assumptions		
Gross Default to Claim Rate %	Net Default to Claim Rate %	Claim Severity % (1)
46%	43%	101%

(\$ in thousands)	December 31, 2016					
	Total		Foreclosure Stage Defaulted Loans	Cure % During the 4th Quarter	Reserve for Losses	% of Reserve
	#	%	#	%	\$	%
Missed payments:						
Three payments or less	10,116	34.7%	166	29.6%	\$ 100,649	15.8%
Four to eleven payments	7,763	26.7	534	18.9	121,636	19.1
Twelve payments or more	10,034	34.5	2,696	5.1	355,005	55.8
Pending claims	1,192	4.1	N/A	2.2	59,030	9.3
Total	<u>29,105</u>	<u>100.0%</u>	<u>3,396</u>		<u>636,320</u>	<u>100.0%</u>
IBNR and other					71,107	
LAE					18,630	
Total primary reserve					<u>\$ 726,057</u>	

December 31, 2016		
Key Reserve Assumptions		
Gross Default to Claim Rate %	Net Default to Claim Rate %	Claim Severity % (1)
45%	42%	101%

N/A – Not applicable

- (1) Factors that impact the severity of a claim include, but are not limited to: (i) the size of the loan; (ii) the amount of mortgage insurance coverage placed on the loan; (iii) the amount of time between default and claim during which we are expected to cover interest (capped at two years under our Prior Master Policy and capped at three years under our 2014 Master Policy) and certain expenses; and (iv) the impact of certain loss management activities with respect to the loan.

Our net Default to Claim Rate and loss reserve estimate incorporate our expectations with respect to future Rescissions, Claim Denials and Claim Curtailments. These expectations are based primarily on our recent experience with respect to the number of claims that have been denied due to the policyholder's failure to submit sufficient documentation to perfect a claim within the time period permitted under our Master Policies and also our recent experience with respect to the number of insurance certificates that have been rescinded due to fraud, underwriter negligence or other factors. Our assumptions also reflect the estimated impact of the BofA Settlement Agreement. See Note 10 of Notes to Unaudited Condensed Consolidated Financial Statements.

Our mortgage insurance total loss reserve as a percentage of our mortgage insurance total RIF was 1.3% at June 30, 2017, compared to 1.6% at December 31, 2016. See Note 10 of Notes to Unaudited Condensed Consolidated Financial Statements for information regarding our reserves for losses by category and a reconciliation of our Mortgage Insurance segment's beginning and ending reserves for losses and LAE.

Our primary reserve per default (calculated as primary reserve excluding IBNR and other reserves divided by the number of primary defaults) was \$23,185 and \$22,503 at June 30, 2017 and December 31, 2016, respectively.

We considered the sensitivity of our loss reserve estimates at June 30, 2017 by assessing the potential changes resulting from a parallel shift in Claim Severity and Default to Claim Rate for primary loans. For example, assuming all other factors remain constant, for every one percentage point change in primary Claim Severity (which we estimated to be 101% of our risk exposure at June 30, 2017), we estimated that our total loss reserve at June 30, 2017 would change by approximately \$5 million. Assuming the portfolio mix and all other factors remain constant, for every one percentage point change in our primary net Default to Claim Rate (which we estimated to be 43% at June 30, 2017, including our assumptions related to Rescissions and Claim Denials), we estimated a change of approximately \$12 million in our primary loss reserve at June 30, 2017.

In addition, as part of our claims review process, we assess whether defaulted loans were serviced appropriately in accordance with our insurance policies and servicing guidelines. To the extent a servicer has failed to satisfy its servicing obligations, our policies provide that we may curtail the claim payment for such default, and in some circumstances, cancel coverage or deny the claim. Claim Curtailments due to servicer noncompliance with our insurance policies and servicing guidelines impact the severity of our claim payments. Claim Curtailments due to servicer noncompliance with our insurance policies and servicing guidelines were \$1.9 million and \$4.2 million for the three and six months ended June 30, 2017, respectively, compared to \$2.3 million and \$4.8 million for the same periods in 2016, respectively.

Total mortgage insurance claims paid of \$91.3 million for the three months ended June 30, 2017 increased from claims paid of \$90.7 million for the three months ended June 30, 2016, primarily due to the cash payment of \$20.5 million to commute mortgage insurance coverage on a certain population of non-performing mortgage loans. Because the payment amount was approximately equal to the amount reserved for these loans, this transaction did not have a material impact on Radian's provision for losses. See "Liquidity and Capital Resources—*Mortgage Insurance*" for more information. Total mortgage insurance claims paid of \$173.4 million for the six months ended June 30, 2017 decreased from claims paid of \$218.4 million for the six months ended June 30, 2016, consistent with the ongoing decline in the outstanding default inventory. 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 (as described in "Item 1. Business—Mortgage Insurance—Defaults and Claims" in our 2016 Form 10-K) that make the timing of paid claims difficult to predict. Depending on these factors, we currently expect to pay claims of approximately \$300 million to \$400 million for the full year of 2017, excluding payments negotiated under commutation agreements, if any.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

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

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net claims paid: (1)				
Prime	\$ 45,562	\$ 56,036	\$ 97,606	\$ 130,468
Alt-A	13,700	18,349	29,865	47,278
A minus and below	10,586	12,315	20,046	25,511
Total primary claims paid	69,848	86,700	147,517	203,257
Pool	1,901	5,451	6,081	12,840
Other	(1,937)	(231)	(1,859)	114
Subtotal	69,812	91,920	151,739	216,211
Impact of captive terminations	645	(2,619)	645	(2,739)
Impact of commutations	20,838	1,400	20,999	4,900
Total net claims paid	\$ 91,295	\$ 90,701	\$ 173,383	\$ 218,372
Average net claim paid: (2)				
Prime	\$ 48.2	\$ 48.6	\$ 49.4	\$ 48.3
Alt-A	61.7	63.5	64.5	63.5
A minus and below	41.7	39.9	40.7	38.4
Total average net primary claim paid	49.1	49.5	50.3	49.4
Pool	47.5	58.0	48.6	55.1
Total average net claim paid	\$ 47.3	\$ 49.6	\$ 49.2	\$ 49.4
Average direct primary claim paid (2) (3)	\$ 49.4	\$ 49.9	\$ 50.6	\$ 50.0
Average total direct claim paid (2) (3)	\$ 47.6	\$ 50.0	\$ 49.4	\$ 49.9

(1) Net of reinsurance recoveries.

(2) Calculated without giving effect to the impact of the termination of captive transactions and commutations.

(3) Before reinsurance recoveries.

Other Operating Expenses. Other operating expenses for the three months ended June 30, 2017, as compared to the same period in 2016, reflect an increase primarily due to: (i) certain expenses accrued to defend and potentially resolve certain outstanding legal matters; (ii) increases in technology expenses associated with a significant investment in upgrading our systems; and (iii) a decrease in ceding commissions. Partially offsetting these increases was a decrease in allocated corporate operating expenses, primarily due to lower compensation expense, including variable incentive-based compensation. The expense associated with the annual grants of new equity-settled long-term incentive awards was lower as compared to the same period in 2016, primarily due to the higher acceleration of such expense for retirement-eligible employees in 2016.

In addition to the items discussed above for the three months ended June 30, 2017, other operating expenses for the six months ended June 30, 2017, as compared to the same period in 2016, also included an increase due to higher allocated corporate operating expenses, primarily due to expenses associated with the retirement and consulting agreements entered into with our former Chief Executive Officer. See “Results of Operations—Consolidated—Other Operating Expenses.”

Interest Expense. These amounts reflect the allocated portion of interest on Radian Group’s long-term debt, which excludes the Senior Notes due 2019. The allocated interest decreased for the three and six months ended June 30, 2017, compared to the same periods in 2016. These decreases were primarily due to the capital management transactions described in “Results of Operations—Consolidated—Interest Expense.”

Results of Operations—Services

Three and Six Months Ended June 30, 2017 Compared to Three and Six Months Ended June 30, 2016

The following table summarizes our Services segment's results of operations for the three and six months ended June 30, 2017 and 2016:

(In millions)	Three Months Ended June 30,		\$ Change Favorable (Unfavorable)	Six Months Ended June 30,		\$ Change Favorable (Unfavorable)
	2017	2016 (1)	2017 vs. 2016	2017	2016 (1)	2017 vs. 2016
Adjusted pretax operating income (loss) (2)	\$ (6.6)	\$ (5.8)	\$ (0.8)	\$ (16.0)	\$ (15.7)	\$ (0.3)
Services revenue	40.0	42.2	(2.2)	80.1	76.7	3.4
Cost of services	26.0	27.7	1.7	54.7	51.6	(3.1)
Gross profit on services	14.0	14.5	(0.5)	25.4	25.1	0.3
Other operating expenses (3)	16.2	15.8	(0.4)	32.5	31.9	(0.6)

- (1) Reflects changes made during the fourth quarter of 2016 to align our segment reporting structure concurrent with changes in personnel reporting lines and management oversight related to contract underwriting performed on behalf of third parties. Revenue and expenses for this business are now reflected in the Services segment. As a result, Services revenue, cost of services and other operating expenses have increased, with offsetting reductions in Mortgage Insurance other income and other operating expenses. See Note 3 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.
- (2) Our senior management uses adjusted pretax operating income (loss) as our primary measure to evaluate the fundamental financial performance of each of the Company's business segments.
- (3) Includes allocation of corporate operating expenses of \$3.4 million and \$7.1 million for the three- and six-month periods ended June 30, 2017, respectively and \$2.8 million and \$4.5 million for the three- and six-month periods ended June 30, 2016, respectively.

The Services segment is a fee-for-service business, with revenue derived from: (i) loan review, underwriting and due diligence services; (ii) real estate valuation and component services, providing outsourcing and technology solutions for the SFR and residential real estate markets, as well as outsourced solutions for appraisal, title and closing services; (iii) surveillance services, including surveillance services for RMBS and other consumer ABS, loan servicer oversight, loan-level servicing compliance reviews and operational reviews of mortgage servicers and originators; (iv) REO management services; and (v) services for the United Kingdom and European mortgage markets through our EuroRisk operations. These services and solutions are provided primarily through Clayton and its subsidiaries, including Green River Capital, Red Bell and ValuAmerica.

Adjusted Pretax Operating Income (Loss). Our Services segment's adjusted pretax operating loss was \$6.6 million and \$16.0 million for the three and six months ended June 30, 2017, respectively, compared to adjusted pretax operating losses of \$5.8 million and \$15.7 million for the same periods in 2016. The slight increases in our adjusted pretax operating losses for the three and six months ended June 30, 2017, as compared to the same periods in 2016, were primarily driven by increases in other operating expenses, as discussed further below.

Services Revenue. Revenue decreased for the three months ended June 30, 2017, as compared to the same period in 2016, primarily due to: (i) a decrease in surveillance business volume; (ii) a decline in REO-related asset volume; and (iii) a decline in loan review volume. The decrease in surveillance business volume was primarily due to lower volumes with one of our top 10 Services customers. The decline in REO-related asset volume was driven primarily by a decline in REO asset inflow reflecting current market conditions. The decline in loan review volume was driven primarily by a decline in demand for outsourcing as our customers have internal capacity to perform these services as a result of lower refinance origination volumes. These decreases in Services revenue were partially offset by increases in real estate valuation, title-related services and due diligence work.

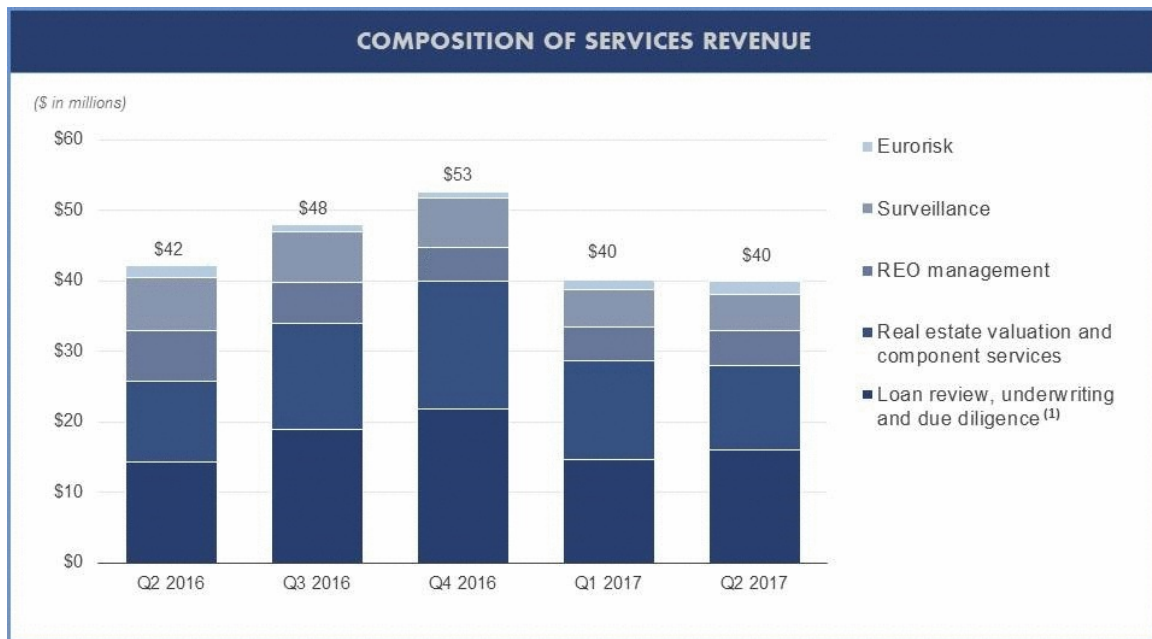
Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Cont'd)

Revenue increased for the six months ended June 30, 2017, as compared to the same period of 2016, because the impact of increases in SFR debt facility reviews, real estate valuation, title-related services and due diligence work was greater than the decreases in REO-related asset volume and surveillance business volume.

For the three and six months ended June 30, 2017, the top 10 Services customers (which includes our affiliates) generated 53% and 51%, respectively, of the Services segment's revenues, as compared to 53% and 46%, respectively, for the same periods in 2016. Approximately 5% of the Services segment's revenue related to sales to our affiliates, and has been eliminated in our consolidated results for all periods presented. The largest single customer generated approximately 14% and 13%, respectively, of the Services segment's revenue for the three and six months ended June 30, 2017, compared to 8% for both of the same periods in 2016.

Real estate valuation and component services revenue for the three and six months ended June 30, 2017 and 2016 includes revenue from SFR securitizations, as well as revenue from financial institutions that extend loans to institutional investors to fund purchases of homes. Approximately 13% and 14% of services revenue for the three and six months ended June 30, 2017, respectively, were related to the SFR market (including SFR securitizations), compared to 10% for both the three- and six-month periods ended June 30, 2016. Although we experienced an increase in activity related to the SFR market during the first half of 2017, we expect the full year level of activity to be approximately the same as in 2016.

The chart below provides the composition of services revenue on a quarterly basis:



(1) Includes \$3.2 million and \$4.2 million for Q2 2016 and Q3 2016, respectively, related to contract underwriting performed on behalf of third parties, previously reported in Mortgage Insurance other income, to reflect recent organizational changes.

Cost of Services. Our cost of services generally correlates with our level of services revenue. Our cost of services primarily consists of employee compensation and related payroll benefits, including the cost of billable labor assigned to revenue-generating activities and, to a lesser extent, other costs of providing services, such as travel and related expenses incurred in providing client services and costs paid to outside vendors, data acquisition costs and other compensation-related expenses to maintain software application platforms that directly support our businesses. The level of these costs may fluctuate if market rates of compensation change, or if there is decreased availability or a loss of qualified employees.

Gross Profit on Services. For the three and six months ended June 30, 2017, our gross profit on services represented 35% and 32%, respectively, of our total services revenue, compared to 34% and 33%, respectively, for the same periods of 2016. The increase in our services gross profit percentage for the three months ended June 30, 2017, as compared to the same period in 2016, was primarily due to: (i) an increase in real estate valuation, title-related services and due diligence work and (ii) higher margins attributable to reduced costs of compliance with documentation requirements under the Truth in Lending Act - Real Estate Settlement Procedures Act of 1974 ("RESPA") Integrated Disclosure ("TRID"). Difficulties implementing the TRID rules, including uncertainty with respect to certain requirements, had resulted in unusually high costs during the first half of 2016. The gross margins for the three and six months ended June 30, 2017 reflect the absence of these unusually high costs in 2017. Partially offsetting these lower costs for the six months ended June 30, 2017, as compared to the same period in 2016, was the impact from a shift in mix of Services segment revenue, as noted above.

Other Operating Expenses. Other operating expenses primarily consist of compensation costs not classified as cost of services because they are related to employees, such as sales and corporate employees, who are not directly involved in providing client services. Compensation-related costs for the three and six months ended June 30, 2017 represented 51% and 53%, respectively, of the segment's other operating expenses, compared to 56% and 58%, respectively, for the same periods in 2016. Compensation-related costs for the three and six months ended June 30, 2017 decreased, compared to the same period in 2016, primarily due to expense reduction initiatives undertaken during 2016. Other operating expenses also include other selling, general and administrative expenses, depreciation, and allocations of corporate general and administrative expenses. Other operating expenses for the three and six months ended June 30, 2017 include allocations of corporate operating expenses of \$3.4 million and \$7.1 million, respectively, compared to \$2.8 million and \$4.5 million, respectively, for the same periods in 2016. These increases are primarily due to: (i) an increase in total corporate expenses, primarily due to expenses associated with the retirement and consulting agreements entered into with our former Chief Executive Officer and (ii) an increase in the proportion of corporate expenses allocated to the Services segment.

Off-Balance Sheet Arrangements

There have been no material changes in off-balance sheet arrangements from those specified in our 2016 Form 10-K.

Contractual Obligations and Commitments

There have been no material changes outside of the ordinary course of business in our contractual obligations and commitments from those specified in our 2016 Form 10-K, other than described below:

- On January 27, 2017, we settled our obligations with respect to the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019, resulting in a loss on conversion and debt extinguishment of \$4.5 million. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for further information.
- During the second quarter of 2017, we entered into privately negotiated agreements to purchase a portion of our outstanding Convertible Senior Notes due 2017 in an aggregate principal amount of \$21.6 million, resulting in a loss on induced conversion and debt extinguishment of \$1.2 million. Following these purchases, \$0.6 million of the principal amount of the Convertible Senior Notes due 2017 remained outstanding as of June 30, 2017. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for further information.

Liquidity and Capital Resources

Radian Group—Short-Term Liquidity Needs

Radian Group serves as the holding company for our insurance and other subsidiaries and does not have any operations of its own. At June 30, 2017, Radian Group had available, either directly or through an unregulated subsidiary, unrestricted cash and liquid investments of approximately \$360 million. This amount: (i) includes \$89 million deposited with the IRS (which may be recalled by us at any time) in connection with our dispute with the IRS related to the Deficiency Amount from the IRS's examination of our 2000 through 2007 consolidated federal income tax returns and (ii) excludes certain additional cash and liquid investments that have been advanced to Radian Group from our subsidiaries for corporate expenses and interest payments.

During the first quarter of 2017, we settled our obligations with respect to the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019 for \$110.1 million in cash. As of the settlement date, this transaction resulted in an aggregate decrease of 6.4 million diluted shares for purposes of determining diluted net income per share. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

During the second quarter of 2017, we entered into privately negotiated agreements to purchase an aggregate principal amount of \$21.6 million of our outstanding Convertible Senior Notes due 2017 for \$31.6 million in cash (plus accrued and unpaid interest due on the purchased notes). Following these purchases, \$0.6 million of the principal amount of the Convertible Senior Notes due 2017 remained outstanding as of June 30, 2017. The remaining outstanding Convertible Senior Notes due 2017 mature in November 2017. See Note 11 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

On June 29, 2016, Radian Group's board of directors authorized a share repurchase program to spend up to \$125 million to repurchase Radian Group common stock. During the second quarter of 2017, 380 shares were purchased at an average price of \$15.59 per share, which represented the only purchases made under the plan. This share repurchase program expired on June 30, 2017. See Note 13 of Notes to Unaudited Condensed Consolidated Financial Statements.

Radian Group's principal liquidity demands for the next 12 months are expected to include: (i) the payment of corporate expenses; (ii) interest payments on our outstanding long-term debt; and (iii) the payment of dividends on our common stock.

Radian Group's liquidity demands for the next 12 months could also include: (i) repurchases or early redemptions of portions of our long-term debt; (ii) potential investments to support our strategy of growing our businesses; and (iii) potential payments to the U.S. Treasury resulting from our ongoing dispute with the IRS relating to the examination of our 2000 through 2007 consolidated federal income tax returns, as discussed below. These items could result in liquidity demands in the next 12 months or in future periods.

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 our outstanding long-term debt. Payments of such corporate expenses for the next 12 months, excluding interest payments on our long-term debt, are expected to be approximately \$64 million, most of which is expected to be reimbursed by our subsidiaries under our existing expense-sharing arrangements. For the same period, payments of interest on our long-term debt are expected to be approximately \$59 million, a portion of which is expected to be reimbursed by our subsidiaries under our existing expense-sharing arrangements. See "*Radian Group—Long-Term Liquidity Needs—Services.*" The expense-sharing arrangements between Radian Group and our insurance subsidiaries, as amended, have been approved by the Pennsylvania Insurance Department, but such approval may be modified or revoked at any time.

Capital Support for Subsidiaries. Private mortgage insurers, including Radian Guaranty, are required to comply with the PMIERS to remain eligible insurers of loans purchased by the GSEs. The PMIERS specifically provide that the factors that are applied to determine a mortgage insurer's Minimum Required Assets are to be updated every two years. The GSEs have recently informed us that they expect updates to the PMIERS will become effective in the fourth quarter of 2018. Based on this timing, we expect to receive a draft of the recommended changes late this year and to then engage in an iterative process with the GSEs and FHFA before the updated PMIERS are finalized. The GSEs will provide approved insurers with an implementation period of at least 180 days after the updated requirements are finalized and prior to their effective date. See Note 1 of Notes to Consolidated Financial Statements in our 2016 Form 10-K for additional information about the PMIERS.

Radian Guaranty currently is an approved mortgage insurer under the PMIERS, and is in compliance with the PMIERS financial requirements. At June 30, 2017, Radian Guaranty's Available Assets under the PMIERS totaled approximately \$4.1 billion, resulting in an excess or "cushion" of approximately \$321 million over its Minimum Required Assets of approximately \$3.8 billion. Based on our current projections and the current requirements under the PMIERS, we expect to generally maintain Radian Guaranty's Available Assets at a level no less than approximately 5% above its Minimum Required Assets. We expect the amount of this cushion to fluctuate on a quarterly basis, but over time we expect it to increase based, in part, on our expectations regarding the future financial performance of Radian Guaranty, including our projected NIW and expected decrease in defaults. Based on our projections, Radian Guaranty is not expected to require any additional capital contributions to remain in compliance with the current requirements under the PMIERS financial requirements.

Under the PMIERS, Radian Guaranty's Available Assets and Minimum Required Assets are determined on an aggregate basis, taking into account the assets and insured risk of Radian Guaranty and its exclusive affiliated reinsurers. Therefore, developments that impact the assets and insured risk of Radian Guaranty's exclusive affiliated reinsurers individually also will impact the aggregate Available Assets and Minimum Required Assets, and importantly, Radian Guaranty's compliance with the PMIERS financial requirements. As a result, references to Radian Guaranty's Available Assets and Minimum Required Assets take into consideration both Radian Guaranty and its exclusive affiliated reinsurers.

We currently expect that, effective in the third quarter of 2017, Radian Reinsurance will no longer be considered an exclusive affiliated reinsurer of Radian Guaranty, due to its participation in the credit risk transfer programs with Fannie Mae and Freddie Mac. Although this change is expected to impact Radian Guaranty's Available Assets and Minimum Required Assets under the PMIERS, we do not expect it to affect Radian Guaranty's compliance with the PMIERS financial requirements.

Radian Guaranty's Risk-to-capital as of June 30, 2017 was 14.3 to 1. See Note 15 of Notes to Unaudited Condensed Consolidated Financial Statements for more information. Our combined Risk-to-capital, which represents the consolidated Risk-to-capital measure for all of our Mortgage Insurance subsidiaries, was 13.4 to 1 as of June 30, 2017. Radian Guaranty is not expected to need additional capital to satisfy state insurance regulatory requirements in their current form.

The NAIC is in the process of reviewing the minimum capital and surplus requirements for mortgage insurers and considering changes to the Model Act. In May 2016, a working group of state regulators released an exposure draft of a risk-based capital framework to establish capital requirements for mortgage insurers. While the timing and outcome of this process is not known, in the event the NAIC adopts changes to the Model Act, we expect that the capital requirements in states that adopt the new Model Act may increase as a result of the changes. However, we continue to believe the changes to the Model Act will not result in financial requirements that require greater capital than the level currently required under the PMIERS financial requirements.

In the event the cash flow from operations of the Services segment is not adequate to fund all of its needs, Radian Group may provide additional funds to the Services segment in the form of a capital contribution or an intercompany note. See also "*Radian Group—Long-Term Liquidity Needs—Services.*"

Additional capital support may also be required for potential investments in new business initiatives to support our strategy of growing our businesses.

Dividends. Our quarterly common stock dividend is currently \$0.0025 per share and, based on our current outstanding shares of common stock, we would require \$2.2 million in the aggregate to pay our quarterly dividends for the next 12 months. Radian Group is not subject to any limitations on its ability to pay dividends except those generally applicable to corporations that are incorporated in Delaware. Delaware corporation law provides that dividends are only payable out of a corporation's capital surplus or (subject to certain limitations) recent net profits. As of June 30, 2017, our capital surplus was \$2.9 billion, representing our dividend limitation under Delaware law.

IRS Matter. In addition to the items discussed above, in the event a final judgment or compromised settlement agreement is reached in Radian Group's ongoing dispute with the IRS related to the Deficiency Amount from the examination of our 2000 through 2007 consolidated federal income tax returns, Radian Group may be required to make a payment (including by utilizing the amount currently on deposit with the IRS as discussed above) to the U.S. Treasury. During 2016, we held several meetings with the IRS in an attempt to reach a compromised settlement on the issues presented in our dispute. In January 2017, the parties informed the U.S. Tax Court that they believe they have reached a basis for a compromised settlement on the primary issues present in the case. The resolution must be reported to the JCT for review and cannot be finalized until the IRS considers the views, if any, expressed by the JCT about the matter. If we are unable to complete a compromised settlement, then the ongoing litigation could take several years to resolve and may result in substantial legal expenses. We can provide no assurance regarding the outcome of any such litigation or whether a compromised settlement with the IRS will ultimately be reached. As such, there remains significant uncertainty with regard to the amount and timing of any potential payments. See Note 9 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information regarding the IRS matter.

Sources of Liquidity. In addition to available cash and marketable securities, Radian Group's principal sources of cash to fund future short-term liquidity needs include: (i) payments made to Radian Group under expense-sharing arrangements with our subsidiaries, as discussed above and (ii) payments made to Radian Group under tax-sharing arrangements with our subsidiaries, as discussed below. See also "*Radian Group—Long-Term Liquidity Needs—Services.*"

Under the provisions of its tax-sharing agreement with its subsidiaries, Radian Group may receive cash as a result of certain of our operating subsidiaries generating tax liabilities and related payments that are in excess of Radian Group's consolidated payment obligation to the U.S. Treasury.

If Radian Group's current sources of liquidity are insufficient for Radian Group to fund its obligations during the next 12 months, or if we otherwise decide to increase our liquidity position, Radian Group may seek additional capital by incurring additional debt, issuing additional equity, or selling assets, which we may not be able to do on favorable terms, if at all.

We regularly evaluate opportunities, based on market conditions, to finance our operations by accessing the capital markets or entering into other types of indebtedness with institutional and other lenders, and consider various measures to improve our capital and liquidity positions, as well as to strengthen our balance sheet and improve Radian Group's debt maturity profile. In the past, we have repurchased and 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.

Radian Group—Long-Term Liquidity Needs

In addition to our short-term liquidity needs discussed above, our most significant needs for liquidity beyond the next 12 months are expected to include:

- the repayment of our outstanding long-term debt, consisting of:
 - \$300 million principal amount of outstanding debt due in June 2019;
 - \$350 million principal amount of outstanding debt due in June 2020;
 - \$350 million principal amount of outstanding debt due in March 2021; and
- potential additional capital contributions to our subsidiaries.

We expect to meet the long-term liquidity needs of Radian Group with a combination of: (i) available cash and marketable securities; (ii) private or public issuances of debt or equity securities, which we may not be able to do on favorable terms, if at all; (iii) cash received under tax- and expense-sharing arrangements with our subsidiaries; and (iv) to the extent available, dividends from our subsidiaries.

Under Pennsylvania's insurance laws, ordinary dividends and other distributions may only be paid out of an insurer's positive unassigned surplus, measured as of the end of the prior fiscal year. Radian Guaranty had negative unassigned surplus at December 31, 2016 of \$691.3 million, and therefore no ordinary dividends can be paid from Radian Guaranty in 2017. Radian Reinsurance also had negative unassigned surplus of \$118.4 million at December 31, 2016. Due in part to the need to set aside contingency reserves, we do not expect that Radian Guaranty or Radian Reinsurance will have positive unassigned surplus, and therefore they will not have the ability to pay ordinary dividends, for the foreseeable future. Under Pennsylvania's insurance laws, an insurer may request an extraordinary dividend, but payment is subject to the approval of the Pennsylvania Insurance Commissioner.

There also can be no assurance that our Services segment will generate sufficient cash flow to pay dividends. See "*—Services*" below.

Mortgage Insurance

As of June 30, 2017, our Mortgage Insurance segment maintained claims paying resources of \$4.3 billion on a statutory basis, which consists of contingency reserves, statutory policyholders' surplus, unearned premium reserves (premiums received but not yet earned) and loss reserves.

The principal demands for liquidity in our mortgage insurance business include: (i) the payment of claims and potential claim settlement transactions, net of reinsurance; (ii) operating expenses, including those allocated from Radian Group; and (iii) taxes. The principal sources of liquidity in our mortgage insurance business currently include net insurance premiums, net investment income, cash flows from investment sales and maturities and, potentially, FHLB borrowings or 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 a substantial portion of the funds necessary to satisfy their claim payments, operating expenses and taxes for the foreseeable future.

In the first quarter of 2017, Radian Guaranty entered into an agreement to commute mortgage insurance coverage on a certain population of non-performing mortgage loans. In accordance with this agreement, Radian made a cash payment of \$20.5 million and no longer has future claim exposure on these loans. Because the payment amount was approximately equal to the amount reserved for these loans, this transaction did not have a material impact on Radian's results of operations.

In August 2016, Radian Guaranty and Radian Reinsurance became members of the FHLB and, as members, may borrow from the FHLB. Borrowings from the FHLB may be used to provide low-cost, supplemental liquidity. As of June 30, 2017, there were no FHLB borrowings outstanding.

Private mortgage insurers, including Radian Guaranty, are required to comply with the PMIERS to remain eligible insurers of loans purchased by the GSEs. Radian Guaranty currently is an approved mortgage insurer under the PMIERS and is in compliance with the PMIERS financial requirements. See "*Radian Group—Short-Term Liquidity Needs—Capital Support for Subsidiaries*" and Note 1 of Notes to Unaudited Condensed Consolidated Financial Statements for additional information.

Freddie Mac Agreement. At June 30, 2017 and December 31, 2016, Radian Guaranty had \$64.3 million and \$63.9 million, respectively, in a collateral account pursuant to the Freddie Mac Agreement. This collateral account, which contains investments primarily invested in and classified as part of our trading securities, is pledged to cover Loss Mitigation Activity on the loans subject to the Freddie Mac Agreement. If, as we expect, the amount of additional Loss Mitigation Activity that has become final in accordance with the Freddie Mac Agreement is less than \$61 million as of the final settlement date on August 29, 2017, then any shortfall will be paid to Freddie Mac from the funds remaining in the collateral account, subject to certain adjustments. As of June 30, 2017, we have \$57.4 million recorded in reserve for losses that we expect to pay to Freddie Mac from the funds that are expected to be remaining in the collateral account as of the August 29, 2017 measurement date.

Services

As of June 30, 2017, our Services segment maintained cash and cash equivalents totaling \$7.7 million, which included restricted cash of \$1.9 million.

The principal demands for liquidity in our Services segment include: (i) the payment of employee compensation and other operating expenses, including those allocated from Radian Group; (ii) reimbursements to Radian Group for interest payments related to the Senior Notes due 2019; and (iii) dividends to Radian Group, if any. The principal sources of liquidity in our Services segment are cash generated by operations and, to the extent necessary, capital contributions from Radian Group.

Liquidity levels may fluctuate depending on the levels and contractual timing of our invoicing and the payment practices of the Services clients, in combination with the timing of Services' payments for employee compensation and to external vendors. The amount, if any, and timing of the Services segment's dividend paying capacity will depend primarily on the amount of excess cash flow generated by the segment.

The Services segment has not generated sufficient cash flows to pay any dividends to Radian Group. Additionally, while cash flow is expected to be sufficient to pay the Services segment's direct operating expenses, it has not been sufficient to reimburse Radian Group for \$51.3 million of its allocated operating expense and interest expense. We do not expect that the Services segment will be able to bring its reimbursement obligations current in the foreseeable future. In the event the cash flow from operations of the Services segment is not adequate to fund all of its needs, Radian Group may provide additional funds to the Services segment in the form of a capital contribution or an intercompany note.

Cash Flows

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

<u>(In thousands)</u>	Six Months Ended June 30,	
	2017	2016
Net cash provided by (used in):		
Operating activities	\$ 206,412	\$ 150,796
Investing activities	(50,197)	(180,054)
Financing activities	(135,702)	33,999
Effect of exchange rate changes on cash and restricted cash	77	(279)
Increase (decrease) in cash and restricted cash	<u>\$ 20,590</u>	<u>\$ 4,462</u>

Operating Activities. Net cash provided by operating activities totaled \$206.4 million for the six months ended June 30, 2017, compared to \$150.8 million for the same period in 2016. This improvement in net cash provided by operating activities in the six months ended June 30, 2017, compared to the same period in 2016, was principally the result of a reduction in total claims paid and an increase in net premiums written.

Investing Activities. Net cash used in investing activities decreased in the six months ended June 30, 2017, compared to the same period in June 30, 2016, primarily as a result of a decrease in purchases, net of proceeds, of fixed-maturity investments available for sale, partially offset by a decrease in net sales and redemptions of short-term investments and an increase in purchases, net of proceeds, of equity securities.

Financing Activities. Net cash used in financing activities increased for the six months ended June 30, 2017, compared to net cash provided by financing activities for the same period in 2016, primarily due to: (i) the settlement of our obligations on the remaining \$68.0 million aggregate principal amount of our Convertible Senior Notes due 2019 and (ii) the purchase of \$21.6 million aggregate principal amount of our Convertible Senior Notes due 2017. These obligations were settled in cash for a total amount of \$141.7 million during the six months ended June 30, 2017. During the six months ended June 30, 2016, cash provided by financing activities primarily related to the issuance of \$350 million in aggregate principal amount of Senior Notes due 2021, partially offset by purchases of our Convertible Senior Notes due 2017 and 2019 and by repurchases of our common stock.

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

Stockholders' Equity

Stockholders' equity increased by \$41.9 million from December 31, 2016 to June 30, 2017. Stockholders' equity was impacted primarily by: (i) our net income of \$49.1 million for the six months ended June 30, 2017; (ii) the impact of our recently completed debt and equity transactions to strengthen Radian's capital position, which decreased stockholder's equity by \$48.3 million, after excluding the \$3.6 million after-tax impact from the loss on conversion and debt extinguishment already reflected in our net income; and (iii) net unrealized gains on investment of \$30.4 million. See "Overview—2017 Developments" for additional information.

Ratings

Radian Group, Radian Guaranty and Radian Reinsurance have been assigned the ratings set forth in the chart below. We believe that ratings often are considered by others in assessing our credit strength and the financial strength of our primary mortgage insurance subsidiary. The following ratings have been independently assigned by third-party statistical rating organizations, are for informational purposes only and are subject to change.

	Moody's (1)	S&P (2)
Radian Group	Ba3	BB
Radian Guaranty	Baa3	BBB
Radian Reinsurance	N/A	BBB

(1) Moody's outlook for Radian Group and Radian Guaranty currently is Stable.

(2) S&P's outlook for Radian Group, Radian Guaranty and Radian Reinsurance currently is Stable.

Critical Accounting Policies

As of the filing date of this report, there were no significant changes in our critical accounting policies from those discussed in our 2016 Form 10-K, other than described below. See Note 1 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.

In performing the quantitative analysis for our goodwill impairment test as of June 30, 2017, we elected to early adopt the update to the accounting standard regarding goodwill and other intangibles, as discussed in Note 1 of Notes to Unaudited Condensed Consolidated Financial Statements "—Significant Accounting Policies—Recent Accounting Pronouncements—Accounting Standards Adopted During 2017." This update simplifies the subsequent measurement of goodwill by eliminating step two of the goodwill impairment test. Under the new guidance, if indicators for impairment are present, we perform a quantitative analysis to evaluate our long-lived assets for potential impairment, and then determine the amount of the goodwill impairment by comparing a reporting unit's fair value to its carrying amount. After adjusting the carrying value for any impairment of other intangibles or long-lived assets, an impairment charge is recognized for any excess of the reporting unit's carrying amount over the reporting unit's estimated fair value, up to the full amount of the goodwill allocated to the reporting unit.

Other than the change to adopt the update to the accounting standard that eliminates step two of the goodwill impairment test, as described above, our critical accounting policy with regard to goodwill and other intangible assets has remained unchanged from that described in our 2016 Form 10-K.

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 perform sensitivity analyses to determine the effects of market risk exposures on our investment securities by determining the potential loss in future earnings, fair values or cash flows of market-risk-sensitive instruments resulting from one or more selected hypothetical changes in the above mentioned market risks.

Interest-Rate Risk and Credit-Spread Risk

The primary market risks in our investment portfolio are interest-rate risk and credit-spread risk, namely the fair value sensitivity of our fixed-income securities to changes in interest rates and credit spreads, respectively. 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.

Our sensitivity analysis for interest rates is based on the change in fair value of our fixed-income securities, assuming a hypothetical instantaneous and parallel 100-basis point increase or decrease in the U.S. Treasury yield curve, with all other factors remaining constant. We calculate the duration of our fixed-income securities, expressed in years, in order to estimate the interest-rate sensitivity of these securities, as shown in the table below.

Credit spread represents the additional yield on a fixed-income security, above the risk-free rate, that is paid by an issuer to compensate investors for assuming the credit of the issuer and market liquidity of the fixed income security. We manage credit-spread risk on both an entity and group level, across issuer, maturity, sector and asset class. Our sensitivity analysis for credit-spread risk is based on the change in fair value of our fixed-income securities, assuming a hypothetical 100-basis point increase or decrease in all credit spreads, with the exception of U.S. Treasury and agency obligations for which we have assumed no change in credit spreads, and assuming all other factors remain constant. Actual shifts in credit spreads generally vary by issuer and security, based on issuer-specific and security-specific factors such as credit quality, maturity, sector and asset class. Within a given asset class, investment grade securities generally exhibit less credit-spread volatility than securities with lower credit ratings. Our investment securities portfolio primarily consists of investment grade securities.

To assist us in setting duration targets for the investment portfolio, we analyze: (i) the interest-rate sensitivities of our liabilities including prepayment risk associated with premium flows and credit losses; (ii) entity specific cash flows under various economic scenarios; (iii) return, volatility and correlation of specific asset classes and the interconnection with our liabilities; and (iv) our current risk appetite.

The following table illustrates the sensitivity of our investment portfolio to both interest-rate risk and credit-spread risk:

(\$ in millions)	Short-term and Available for Sale		Trading	
	June 30, 2017	December 31, 2016	June 30, 2017	December 31, 2016
Carrying value of fixed-income investment portfolio (1)	\$ 3,697.5	\$ 3,580.0	\$ 851.9	\$ 879.9
Percentage of fixed-income securities compared to total investment portfolio	80.7 %	80.2 %	18.6 %	19.7 %
Average duration of fixed-income portfolio	4.5 years	5.0 years	4.3 years	5.8 years
Interest-rate risk increase (decrease) in market value				
+100 basis points—\$	\$ (158.5)	\$ (172.6)	\$ (35.5)	\$ (48.0)
+100 basis points—% (2)	(4.3)%	(4.8)%	(4.2)%	(5.5)%
- 100 basis points—\$	\$ 173.3	\$ 183.0	\$ 38.4	\$ 53.1
- 100 basis points—% (2)	4.7 %	5.1 %	4.5 %	6.0 %
Credit-spread risk increase (decrease) in market value				
+100 basis points—\$	\$ (172.8)	\$ (159.5)	\$ (37.6)	\$ (49.3)
+100 basis points—% (2)	(4.7)%	(4.5)%	(4.4)%	(5.6)%
- 100 basis points—\$	\$ 147.5	\$ 151.9	\$ 33.8	\$ 46.3
- 100 basis points—% (2)	4.0 %	4.2 %	4.0 %	5.3 %

- (1) Total fixed-income securities include fixed-maturity investments available for sale, trading securities and short-term investments. At June 30, 2017, fixed-income securities shown above also include \$143.1 million invested in certain fixed-income exchange traded funds that are classified as equity securities in our Condensed Consolidated Balance Sheets.
- (2) Change in value expressed as a percentage of the market value of the related fixed-income portfolio.

The decrease in the average duration of our total fixed-income portfolio, from 5.1 years at December 31, 2016 to 4.5 years at June 30, 2017, is primarily due to small changes in portfolio allocations. We decreased our exposure to longer-term, fixed-rate bonds and increased our investments in floating rate securities.

Foreign Exchange Rate Risk

As of June 30, 2017 and December 31, 2016, we did not hold any foreign currency denominated securities in our investment portfolio. Exchange gains and losses on foreign currency transactions from our foreign operations have not been material due to the limited amount of business performed in those locations. Currency risk is further limited because, in general, both the revenues and expenses of our foreign operations are denominated in the same functional currency, based on the country in which the operations occur.

Equity Market Price

None of our equity securities were classified as trading securities. At June 30, 2017, the market value and cost of the equity securities in our investment portfolio were \$176.8 million and \$176.9 million, respectively. These amounts include \$143.1 million and \$143.0 million of market value and cost, respectively, of fixed-income exchange traded funds, which are subject to interest-rate risk and credit-spread risk consistent with our other fixed-income securities. Therefore, these fixed income exchange traded funds have been included in the table above for purposes of illustrating our sensitivity to these risks.

The remaining \$33.7 million and \$33.9 million of market value and cost, respectively, of equity securities at June 30, 2017, consists of publicly-traded business development company equity securities and equity-related exchange traded funds. Due to our limited basis in these investments at June 30, 2017, our exposure to changes in equity market prices is not significant.

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 Rule 13a-15(e) of the Exchange Act) as of June 30, 2017, pursuant to Rule 15d-15(e) under the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2017, 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 six-month period ended June 30, 2017, 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 litigation and other disputes arising in the ordinary course of our business.

We are contesting adjustments resulting from the examination by the IRS of our 2000 through 2007 consolidated federal income tax returns. The IRS opposes the recognition of certain tax losses and deductions that were generated through our investment in a portfolio of non-economic REMIC residual interests and has proposed denying the associated tax benefits of these items. We appealed these proposed adjustments to Appeals and made “qualified deposits” with the U.S. Treasury of \$85 million in June 2008 relating to the 2000 through 2004 tax years and \$4 million in May 2010 relating to the 2005 through 2007 tax years, in order to avoid the accrual of incremental above-market-rate interest with respect to the proposed adjustments.

We attempted to reach a compromised settlement with Appeals, but in September 2014 we received Notices of Deficiency covering the 2000 through 2007 tax years that assert unpaid taxes and penalties of \$157 million. The Deficiency Amount has not been reduced to reflect our NOL carryback ability. As of June 30, 2017, there also would be interest of approximately \$143 million related to these matters. Depending on the outcome, additional state income taxes, penalties and interest (estimated in the aggregate to be approximately \$36 million as of June 30, 2017) also may become due when a final resolution is reached. The Notices of Deficiency also reflected additional amounts due of \$105 million, which are primarily associated with the disallowance of the previously filed carryback of our 2008 NOL to the 2006 and 2007 tax years. We currently believe that the disallowance of our 2008 NOL carryback is a precautionary position by the IRS and that we will ultimately maintain the benefit of this NOL carryback claim. On December 3, 2014, we petitioned the U.S. Tax Court to litigate the Deficiency Amount. On September 1, 2015, we received a notice that the case had been scheduled for trial. However, the parties have jointly filed, and the U.S. Tax Court has approved, motions for continuance in this matter to postpone the trial date. Also, in February 2016, the U.S. Tax Court approved a joint motion to consolidate for trial, briefing and opinion our case with a similar case involving MGIC Investment Corporation. During 2016, we held several meetings with the IRS in an attempt to reach a compromised settlement on the issues presented in our dispute. In January 2017, the parties informed the U.S. Tax Court that they believe they have reached a basis for a compromised settlement on the primary issues present in the case. The resolution must be reported to the JCT for review and cannot be finalized until the IRS considers the views, if any, expressed by the JCT about the matter. If we are unable to complete a compromised settlement, then the ongoing litigation could take several years to resolve and may result in substantial legal expenses. We can provide no assurance regarding the outcome of any such litigation or whether a compromised settlement with the IRS will ultimately be reached. We currently believe that an adequate provision for income taxes has been made for the potential liabilities that may result from this matter. However, if the ultimate resolution of this matter produces a result that differs materially from our current expectations, there could be a material impact on our effective tax rate, results of operations and cash flows.

On December 22, 2016, Ocwen Loan Servicing, LLC and Homeward Residential, Inc. (collectively, “Ocwen”) filed a complaint against Radian Guaranty (the “Complaint”). Ocwen has also initiated legal proceedings against several other mortgage insurers. The action filed against Radian Guaranty, titled Ocwen, et al. v. Radian Guaranty, is pending in the U.S. District Court for the Eastern District of Pennsylvania (the “Court”). The Complaint alleged breach of contract and bad faith claims and sought monetary damages and declaratory relief in regard to certain claims handling practices on future insurance claims. On December 17, 2016, Ocwen separately filed a parallel arbitration petition against Radian Guaranty (the “Petition”) before the American Arbitration Association (“AAA”) that asserted substantially the same allegations as contained in the Complaint (the Complaint and the Petition are collectively referred to as the “Filings”). The Filings listed 9,420 mortgage insurance certificates (“Certificates”) issued under multiple insurance policies, including Pool Insurance policies, as being the subject of these proceedings. On March 3, 2017, Radian Guaranty filed with the Court: (i) a motion to dismiss Ocwen’s Complaint or, in the alternative, for a more definite statement and (ii) a motion to enjoin Ocwen’s parallel arbitration. On March 17, 2017, the Court held an initial pretrial conference and issued orders directing Ocwen to amend its Complaint. On June 5, 2017, Ocwen filed an Amended Complaint and an Amended Petition (collectively, the “Amended Filings”) with the Court and the AAA, respectively. The Amended Filings together list 8,870 Certificates as being the subject of these proceedings. On June 30, 2017, Radian Guaranty filed with the Court renewed motions to dismiss Ocwen’s Amended Complaint and to enjoin Ocwen’s parallel arbitration. On July 20, 2017, the Court denied Radian Guaranty’s motion to dismiss Ocwen’s Amended Complaint, and on July 27, 2017, the Court denied Radian Guaranty’s motion to enjoin Ocwen’s parallel arbitration. Radian Guaranty believes that the claims in the Amended Filings are without merit and legally deficient and plans to defend these claims vigorously. We are not able to estimate a reasonably possible loss, if any, or range of loss in this matter because of the preliminary stage of the proceedings.

We also are periodically subject to reviews and audits, as well as inquiries, information-gathering requests and investigations. In connection with these matters, from time to time we receive requests and subpoenas seeking information and documents related to aspects of our business. In March 2017, Green River Capital, a subsidiary of Clayton, received a letter from the staff of the SEC stating that it is conducting an investigation captioned, “In the Matter of Certain Single Family Rental Securitizations,” and that it is requesting information from market participants. The letter asks Green River Capital to provide information regarding broker price opinions that Green River Capital provided on properties included in SFR securitization transactions. Green River Capital is cooperating with the SEC.

The legal and regulatory matters discussed above and in our 2016 Form 10-K 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 such actions will not have a material adverse effect on our consolidated financial condition. However, the outcome of litigation and other legal and regulatory matters and proceedings is inherently uncertain, and it is possible that one or more of the matters currently pending or threatened could have an unanticipated adverse effect on our liquidity, financial condition or results of operations for any particular period.

Item 1A. Risk Factors.

There have been no material changes to our risk factors from those previously disclosed in our 2016 Form 10-K.

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

Issuance of Unregistered Securities

During the three and six months ended June 30, 2017, 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, 2017.

Period	Issuer Purchases of Equity Securities		Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
	Total Number of Shares Purchased	Average Price Paid per Share		
Share repurchase program				
4/1/2017 to 4/30/2017	—		—	\$ —
5/1/2017 to 5/31/2017	—		—	—
6/1/2017 to 6/30/2017	380	\$ 15.59	380	—
Share repurchase program total	380		380	—
Total	380		380	\$ —

- (1) On June 29, 2016, Radian Group’s board of directors authorized a share repurchase program to spend up to an aggregate of \$125 million to repurchase Radian Group common stock. Pursuant to this authorization, we purchased a total of 380 shares at an average price of \$15.59, which includes commissions. This share repurchase program expired on June 30, 2017. See Note 13 of Notes to Unaudited Condensed Consolidated Financial Statements.

Item 5. Other Information.

Due to an administrative error, the amounts that were reported for 2016 in the “Stock Awards” column of the Summary Compensation Table included in our Proxy Statement for our 2017 Annual Meeting of Stockholders did not accurately reflect our estimate of the aggregate compensation cost to be recognized over the service period determined as of the grant date for Performance-Based Restricted Stock Units (RSUs) granted to the executive officers in accordance with Topic 718 of the FASB’s Accounting Standards Codification (“ASC 718”) regarding share-based compensation payments. In 2016, approximately 50% of the Performance-Based RSUs we granted to our named executive officers were based on our growth in adjusted tangible book value per share (as defined in the awards, the “BV Metric”). In calculating the amounts reported for these awards, we used a target award value for the BV Metric that did not incorporate our perspective regarding the probability of payout for the BV Metric. Therefore, solely with respect to the BV Metric, the amounts reported did not reflect our estimate of the aggregate compensation cost to be recognized over the service period determined as of the grant date, pursuant to ASC 718. The correct value for the CEO was \$4,534,314 and the correct values for the other named executive officers ranged from \$546,331 to \$1,092,660. These corrected amounts accurately reflect our estimate of the aggregate compensation cost to be recognized over the service period determined as of the grant date for Performance-Based RSUs granted to the executive officers in accordance with ASC 718 and do not reflect amounts paid to the executives or correspond to the actual value that may be received by the executives, which will depend on our performance against the applicable metrics over the service period.

Item 6. Exhibits.

The information required by this item is set forth on the Exhibit Index that follows the signature page of this report.

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.

August 8, 2017

/s/ J. FRANKLIN HALL

J. Franklin Hall
Executive Vice President, Chief Financial Officer

/s/ CATHERINE M. JACKSON

Catherine M. Jackson
Senior Vice President, Controller

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit Name</u>
+10.1	Form of 2017 Performance-Based Restricted Stock Unit Grant Letter (book value) under the Radian Group Inc. Equity Compensation Plan between the Registrant and Richard G. Thornberry
+10.2	Form of 2017 Performance-Based Restricted Stock Unit Grant Letter (TSR) under the Radian Group Inc. Equity Compensation Plan between the Registrant and Richard G. Thornberry
+10.3	Form of 2017 Time-Based Restricted Stock Unit Grant Letter under the Radian Group Inc. Equity Compensation Plan between the Registrant and Richard G. Thornberry
+10.4	Form of Executive Officer 2017 Performance-Based Restricted Stock Unit Grant Letter (book value) under the Radian Group Inc. Equity Compensation Plan
+10.5	Form of Executive Officer 2017 Performance-Based Restricted Stock Unit Grant Letter (TSR) under the Radian Group Inc. Equity Compensation Plan
+10.6	Form of Executive Officer 2017 Time-Based Restricted Stock Unit Grant Letter under the Radian Group Inc. Equity Compensation Plan
*12	Statement of Ratio of Earnings to Fixed Charges
*31	Rule 13a - 14(a) Certifications
**32	Section 1350 Certifications
*101	Pursuant to Rule 405 of Regulation S-T, the following financial information from Radian Group Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2017 is formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of June 30, 2017 and December 31, 2016; (ii) Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2017 and 2016; (iii) Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2017 and 2016; (iv) Condensed Consolidated Statements of Changes in Common Stockholders' Equity for the six months ended June 30, 2017, and 2016; (v) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2017, and 2016; and (vi) the Notes to Unaudited Condensed Consolidated Financial Statements.

* Filed herewith.

** Furnished herewith.

+ Management contract, compensatory plan or arrangement.

**RADIAN GROUP INC.
EQUITY COMPENSATION PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(LTI BOOK VALUE)**

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are part of the Performance-Based Restricted Stock Unit Grant made as of May 10, 2017 (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. 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 performance goals related to LTI Book Value per Share (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 67,380 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 achievement of the performance goals set forth in Schedule A (the "**BV Performance Goals**") 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 attainment of the BV Performance Goals as of the end of the performance period, provided that the Grantee remains employed by the Company or an Affiliate through May 10, 2020 (the "**Vesting Date**"). The performance period is the period beginning on March 31, 2017 and ending on March 31, 2020 (the "**BV 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, if the BV Performance Goals are not attained at the end of the BV Performance Period the Restricted Stock Units 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 continue to vest based on the attainment of the BV Performance Goals, 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 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 February 8, 2017 (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 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, the Grantee will vest in a pro-rated portion of the Restricted Stock Units based on attainment of the BV Performance Goals. The pro-rated portion shall be determined by multiplying the number of Restricted Stock Units that would have vested based on attainment of the BV Performance Goals had the Grantee remained employed through the Vesting Date, 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, and the denominator of which is 36. A partial month shall count as a full month for purposes of this calculation. For the avoidance of doubt, 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 prior to the Vesting Date, all of the Grantee's Restricted Stock Units will continue to vest based on attainment of the BV Performance Goals.

(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 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 prior to the Vesting Date, the Grantee's Restricted Stock Units will automatically vest at the Target Award level 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 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-rated Target Award level (with the pro-ration based on the formula described in Section 2(c)(i)). A partial month shall count as a full month for purposes of this calculation. 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 Target Award level on the Vesting Date, subject to subsection (v) below, provided that, except as set forth in subsections (ii), (iii) and (iv) 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 Target Award level as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control), subject to subsection (v) below. If the Grantee's employment terminates on account of an Involuntary Termination as described in Section 2(c) more than 90 days before the Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, any portion of the Restricted Stock Units that are continuing to vest pursuant to Section 2(c) will vest at the pro-rated Target Award level (or full Target Award level, if Section 2(c)(ii) applies) on the date of the Change of Control.

(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 at the Target Award level on the Vesting Date (or on the Grantee's date of death, if earlier), subject to subsection (v) below.

(iv) 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 Target Award level on the Grantee's Retirement date, subject to subsection (v) below.

(v) If the Change of Control occurs at or after the end of the BV Performance Period and before the Vesting Date, the Restricted Stock Units will vest based on attainment of the BV Performance Goals through the end of the BV Performance Period, and not at the Target Award level, provided that, except as set forth in subsections (ii), (iii) and (iv) above, the Grantee remains employed by the Company or an Affiliate through the Vesting 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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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 a Change of Control occurs on or 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 Change of Control.

(iii) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates upon or within one year after the Change of Control in accordance with Section 2(e)(ii) (termination without Cause or Good Reason termination), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's termination of employment.

(iv) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates within 90 days prior to the Change of Control in accordance with Section 2(e)(ii), and the Grantee subsequently dies prior to the Vesting Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death.

(v) If the Restricted Stock Units vest in accordance with Section 2(e)(v) (Retirement on or after a Change of Control), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's Retirement date; provided that, if required by section 409A of the Code, if the Retirement date does not occur within two years after the Change of Control, payment will be made within 90 days after the Distribution Date.

(vi) Notwithstanding subsections (ii), (iii) and (v), 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), (iii) and (v) and, instead, will 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 16 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 12 below, and subject to compliance with the Restrictive Covenants (as defined in Section 6(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 14 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 4.

5. **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 BV Performance Goals 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 5 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.

6. **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.

7. **No Stockholder Rights.**

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. **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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. **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.

14. **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.

15. **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.

16. **Section 409A.**

This award of Restricted Stock Units is intended to 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 a 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/ Anita Scott

Name: Anita Scott

Title: SVP, Chief Human Resources Officer

I hereby accept the award of the Performance Based Restricted Stock Units described in this Grant Letter, and I agree to be bound by the terms of the Plan and this Grant Letter. I hereby agree that all decisions and determinations of the Committee with respect to the Performance Based Restricted Stock Units shall be final and binding.

Acknowledged and Agreed by the Grantee:

Signature: _____
Richard G. Thornberry

Date: _____

Schedule A
BV Performance Goals

1. **Calculation of Book Value per Share.** Vesting of the Restricted Stock Units will be based on the Company's growth in LTI Book Value per Share (as defined below) over the BV Performance Period beginning on March 31, 2017 and ending on March 31, 2020 as compared to the following reference points:

LTI Book Value per Share Growth ⁽¹⁾	Payout Percentage ⁽¹⁾ (Percentage of Target Award)
50%	200%
40%	150%
30%	100%
20%	50%
<10% ⁽²⁾	0%

- (1) If the Company's growth in LTI Book Value per Share falls between two referenced percentages, the payout percentage will be interpolated.
(2) The LTI Book Value on the first day of the BV Performance Period (March 31, 2017) was \$12.32. If the Company's growth in LTI Book Value per Share is less than 10%, the payout percentage will be zero.

The Company's "**LTI Book Value per Share**" is defined as: (i) Tangible Book Value (Total Stockholders' Equity less Goodwill and Other Intangible Assets, net) adjusted to exclude Accumulated Other Comprehensive Income and the impacts, if any, during the BV Performance Period from repurchases or retirements of convertible bonds, merger and acquisition-related expenses, changes in goodwill and other intangible assets related to acquisitions or dispositions, repurchases of common shares and declared dividends on common shares, *divided by* (ii) basic shares of Common Stock of the Company outstanding as of the applicable measurement date, as adjusted to exclude the share impact, if any, related to any of the items identified in (i) above, each applied on a consistent basis. 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. **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 BV Performance Period shall be forfeited as of the end of the BV Performance Period.
3. **Maximum Vesting and Payment.** 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.

RADIAN GROUP INC.
EQUITY COMPENSATION PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(TSR)

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are part of the Performance-Based Restricted Stock Unit Grant made as of May 10, 2017 (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. 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 performance goals related to total shareholder return (“**TSR**”) 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 62,290 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 achievement of the performance goals set forth in Schedule A (the “**TSR Performance Goals**”) 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 attainment of the TSR Performance Goals as of the end of the performance period, provided that the Grantee remains employed by the Company or an Affiliate through May 10, 2020 (the “**Vesting Date**”). The performance period is the period beginning on May 10, 2017 and ending on May 10, 2020 (the “**TSR 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, if the TSR Performance Goals are not attained at the end of the TSR Performance Period the Restricted Stock Units 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 continue to vest based on the attainment of the TSR Performance Goals, 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 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 February 8, 2017 (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 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, the Grantee will vest in a pro-rated portion of the Restricted Stock Units based on attainment of the TSR Performance Goals. The pro-rated portion shall be determined by multiplying the number of Restricted Stock Units that would have vested based on attainment of the TSR Performance Goals had the Grantee remained employed through the Vesting Date, 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, and the denominator of which is 36. A partial month shall count as a full month for purposes of this calculation. For the avoidance of doubt, 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 prior to the Vesting Date, all of the Grantee's Restricted Stock Units will continue to vest based on attainment of the TSR Performance Goals.

(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 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 prior to the Vesting Date, the Grantee's Restricted Stock Units will automatically vest at the Target Award level 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 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-rated Target Award level (with the pro-ration based on the formula described in Section 2(c)(i)). A partial month shall count as a full month for purposes of this calculation. 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 Target Award level on the Vesting Date, provided that, except as set forth in subsections (ii), (iii) and (iv) 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 Target Award 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) more than 90 days before the Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, any portion of the Restricted Stock Units that are continuing to vest pursuant to Section 2(c) will vest at the pro-rated Target Award level (or full Target Award level, if Section 2(c)(ii) applies) on the date of the Change of Control.

(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 at the Target Award level on the Vesting Date (or on the Grantee's date of death, if earlier).

(iv) 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 Target Award 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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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 a Change of Control occurs on or 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 Change of Control.

(iii) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates upon or within one year after the Change of Control in accordance with Section 2(e)(ii) (termination without Cause or Good Reason termination), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's termination of employment.

(iv) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates within 90 days prior to the Change of Control in accordance with Section 2(e)(ii), and the Grantee subsequently dies prior to the Vesting Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death.

(v) If the Restricted Stock Units vest in accordance with Section 2(e)(v) (Retirement on or after a Change of Control), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's Retirement date; provided that, if required by section 409A of the Code, if the Retirement date does not occur within two years after the Change of Control, payment will be made within 90 days after the Distribution Date.

(vi) Notwithstanding subsections (ii), (iii) and (v), 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), (iii) and (v) and, instead, will 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 16 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 12 below, and subject to compliance with the Restrictive Covenants (as defined in Section 6(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 14 below.

(d) Notwithstanding anything in these Terms and Conditions to the contrary, in no event shall the Fair Market Value of the vested Restricted Stock Units to be distributed exceed \$99.66 (\$16.61 multiplied by 600%) multiplied by the Target Award, measured as of the Valuation Date (as defined below). If the Fair Market Value of the vested Restricted Stock

Units would exceed this amount, the number of shares of the Company's Common Stock to be distributed to the Grantee shall be limited to the amount calculated as follows:

- \$99.66 multiplied by the Target Award,
- Divided by the Fair Market Value of a share of the Company's Common Stock on the Valuation Date.

For this purpose, the "**Valuation Date**" is the Vesting Date for Restricted Stock Units that are payable on or after the Vesting Date. If the Restricted Stock Units are payable before the Vesting Date, the "**Valuation Date**" is the Grantee's applicable payment date under this Section 4 (termination date, date of Disability, date of death, or Change of Control, as applicable).

(e) 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 4.

5. 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 TSR Performance Goals 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 5 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.

6. 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.

7. No Stockholder Rights.

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. **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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. **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.

14. **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.

15. **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.

16. **Section 409A.**

This award of Restricted Stock Units is intended to 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 a 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/ Anita Scott

Name: Anita Scott

Title: SVP, Chief Human Resources Officer

I hereby accept the award of the Performance Based Restricted Stock Units described in this Grant Letter, and I agree to be bound by the terms of the Plan and this Grant Letter. I hereby agree that all decisions and determinations of the Committee with respect to the Performance Based Restricted Stock Units shall be final and binding.

Acknowledged and Agreed by the Grantee:

Signature: _____
Richard G. Thornberry

Date: _____

Schedule A
TSR Performance Goals

1. **Calculation of TSR.** Vesting of the Restricted Stock Units will be based on the following performance results: (i) the relative total shareholder return (“**TSR**”) for the TSR Performance Period beginning on May 10, 2017 and ending on May 10, 2020, which means the Company’s TSR relative to the median TSR of the TSR Peer Group (as defined in Section 2(d) below), as set forth in Section 2 below, and (ii) the Company’s TSR for the TSR Performance Period (“**Company Absolute TSR**”), as set forth in Section 3 below. At the end of the TSR Performance Period, the TSR for the Company, and for each company in the TSR Peer Group, shall be calculated by dividing the Closing Average Share Value (as defined below) by the Opening Average Share Value (as defined below).

(a) The term “**Closing Average Share Value**” means the average value of the common stock, including Accumulated Shares, for the 60 trading days ending on the last day of the TSR Performance Period (i.e., the 60 trading days ending on and including May 10, 2020), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading date during the 60-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 60-day period.

(b) The term “**Opening Average Share Value**” means the average value of the common stock, including Accumulated Shares, for the 60 trading days ending on the first day of the TSR Performance Period (i.e., the 60 trading days ending on and including May 10, 2017), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading day during the 60-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 60-day period. The Opening Average Share Value is \$18.22.

(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 February 14, 2017 and the trading day.

2. **Relative TSR Vesting Percentage.**

(a) Subject to Sections 3 and 5, the number of Restricted Stock Units that will vest for the TSR Performance Period shall be determined by multiplying the Target Award by the Relative TSR Vesting Percentage, as determined under this Section 2.

(b) The Relative TSR Vesting Percentage will be determined based on the Company’s TSR as compared to the median TSR of the companies in the TSR Peer Group for the TSR Performance Period (the “**Median Peer Group TSR**”) as follows:

(i) If the Company’s TSR exceeds the Median Peer Group TSR, the Relative TSR Vesting Percentage will increase by 2% above 100% (but not in excess of 200%) for every 1% by which the Company’s TSR exceeds the Median Peer Group TSR.

(ii) If the Company’s TSR is less than the Median Peer Group TSR, the Relative TSR Vesting Percentage will be below 100%, in an amount such that there is a 2% reduction for every 1% by which the Company’s TSR is less than the Median Peer Group TSR. There is no vesting if the Company’s TSR is less than 50% of the Median Peer Group TSR.

(iii) If the Company’s TSR rank falls between the measuring points, the Company’s TSR rank will be rounded to the nearest whole percentage point.

The chart below is provided for illustrative purposes:

Performance (increments of +/- point differential)	Relative TSR Vesting Percentage
Maximum at 50% above Median	200%
+1% Company Absolute TSR above Median	102%
Median Peer Group TSR	100%
-1% Company Absolute TSR below Median	98%
Threshold at -50% below Median	0%

(c) The companies in the TSR Peer Group will be determined on the first day of the TSR Performance Period for purposes of the TSR calculation and will be changed only in accordance with Section 2(d) below. No company shall be added to the TSR Peer Group during the TSR Performance Period for purposes of the TSR calculation.

(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 TSR 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. **Vesting Cap Based on Company Absolute TSR.** After the Relative TSR Vesting Percentage is determined, as described in Section 2 above, the Company Absolute TSR for the TSR Performance Period will be evaluated to determine the actual number of Restricted Stock Units that vest (the “**Final Payout Percentage**”). If the Company Absolute TSR is negative, the Final Payout Percentage will not exceed 75% of the Target Award, even if the Relative TSR Vesting Percentage determined under Section 2 is greater than 75%. If the Company Absolute TSR is zero or positive, the Final Payout Percentage will be the Relative TSR Vesting Percentage determined under Section 2 above.

4. **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 TSR Performance Period shall be forfeited as of the end of the TSR Performance Period.

5. **Maximum Vesting and Payment.** 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. In addition, notwithstanding anything in this Schedule A to the contrary, in no event shall the Fair Market Value of the vested Restricted Stock Units to be distributed on the applicable Valuation Date exceed \$99.66 (\$16.61 multiplied by 600%) multiplied by the Target Award, as described in Section 4(d) of the Terms and Conditions.

Exhibit A

TSR Peer Group

Arch Capital Group Ltd. (ACGL)

Assured Guaranty Ltd. (AGO)

CoreLogic, Inc. (CLGX)

Essent Group Ltd. (ESNT)

Fidelity National Financial, Inc. (FNF)

First American Corp. (FAF)

Genworth Financial, Inc. (GNW)

MGIC Investment Corp. (MTG)

Nationstar Mortgage Holdings, Inc. (NSM)

NMI Holdings Inc. (NMIH)

Old Republic International Corp. (ORI)

PennyMac Financial Services, Inc. (PFSI)

PHH Corp. (PHH)

Stewart Information Services Corp. (STC)

RADIAN GROUP INC.
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 10, 2017 (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. 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 60,210 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 as follows, 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**”):

<u>Vesting Date</u>	<u>Vested Restricted Stock Units</u>
1 st Anniversary of the Grant Date	33% of the awarded Restricted Stock Units
2 nd Anniversary of the Grant Date	33% of the awarded Restricted Stock Units
3 rd Anniversary of the Grant Date	34% of the awarded Restricted Stock Units

(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 February 8, 2017 (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) If the Grantee terminates employment during the Restriction Period 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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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 16 below, if applicable, and the payment of any federal, state, local, or foreign withholding taxes as described in Section 12 below, and subject to compliance with the Restrictive Covenants (as defined

in Section 6(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 14 below.

5. **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 5 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.

6. **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.

7. **No Stockholder Rights.**

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. 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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. 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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. 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.

14. 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.

15. 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.

16. 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

k 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 a 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\ Anita Scott
Name: Anita Scott
Title: SVP, Chief Human Resources Officer

I hereby accept the award of the Restricted Stock Units described in this Grant Letter, and I agree to be bound by the terms of the Plan and this Grant Letter. I hereby agree that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

Acknowledged and Agreed by the Grantee:

Signature: _____
Richard G. Thornberry

Date: _____

RADIANT GROUP INC.
EQUITY COMPENSATION PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(LTI BOOK VALUE)

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are part of the Performance-Based Restricted Stock Unit Grant made as of May 10, 2017 (the "**Grant Date**"), by Radian Group Inc., a Delaware corporation (the "**Company**"), to **<EMPLOYEE'S NAME>**, an employee of the Company (the "**Grantee**").

RECITALS

WHEREAS, the Radian Group Inc. 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 performance goals related to LTI Book Value per Share (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 **<# of PSUs>** 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 achievement of the performance goals set forth in Schedule A (the "**BV Performance Goals**") 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 attainment of the BV Performance Goals as of the end of the performance period, provided that the Grantee remains employed by the Company or a Subsidiary through May 10, 2020 (the "**Vesting Date**"). The performance period is the period beginning on March 31, 2017 and ending on March 31, 2020 (the "**BV 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, if the BV Performance Goals are not attained at the end of the BV Performance Period the Restricted Stock Units 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 continue to vest based on the attainment of the BV Performance Goals, 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 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 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, the Grantee will vest in a pro-rated portion of the Restricted Stock Units based on attainment of the BV Performance Goals. The pro-rated portion shall be determined by multiplying the number of Restricted Stock Units that would have vested based on attainment of the BV Performance Goals had the Grantee remained employed through the Vesting Date, 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, and the denominator of which is 36. A partial month shall count as a full month for purposes of this calculation. For the avoidance of doubt, 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 prior to the Vesting Date, all of the Grantee's Restricted Stock Units will continue to vest based on attainment of the BV Performance Goals.

(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. If the Grantee and the Company or a Subsidiary are parties to an executive severance agreement, a termination by the Grantee for Good Reason under the executive severance agreement shall be deemed to be an Involuntary Termination.

(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 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 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-rated Target Award level (with the pro-ration based on the formula described in Section 2(c)(i)). A partial month shall count as a full month for purposes of this calculation. 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 Target Award level on the Vesting Date, subject to subsection (vi) below, provided that, except as set forth in subsections (ii), (iv) and (v) 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 Target Award level as of the Grantee's date of termination of employment (or, if later, on the date of the Change of Control), subject to subsection (vi) below. If the Grantee's employment terminates on account of an Involuntary Termination as described in Section 2(c) more than 90 days before the Change of Control, and a Change of Control subsequently occurs prior

to the Vesting Date, any portion of the Restricted Stock Units that are continuing to vest pursuant to Section 2(c) will vest at the pro-rated Target Award level (or full Target Award level, if Section 2(c)(ii) applies) on the date of the Change of Control.

(iii) For purposes of these Terms and Conditions, if the Grantee is not a party to an executive severance agreement or the Grantee is a party to an executive severance agreement but the term "Good Reason" is not defined therein, "**Good Reason**" shall mean:

(A) a material diminution of the Grantee's authority, duties, or responsibilities;

(B) a material reduction in the Grantee's base salary, which, for purposes of these Terms and Conditions, means a reduction in base salary of 10% or more that does not apply generally to all similarly situated employees of the Company; or

(C) any material change in the geographic location at which the Grantee must perform the Grantee's duties to the Company and its Subsidiaries, which, for purposes of these Terms and Conditions, means the permanent relocation of the Grantee's principal place of employment to any office or location which is located more than 100 miles from the location where the Grantee is based immediately prior to the change in location.

In order to terminate employment for Good Reason, the Grantee must provide a written notice of termination with respect to termination for Good Reason to the Company within 90 days after the event constituting Good Reason has occurred. The Company shall have a period of 30 days in which it may correct the act, or the failure to act, that gave rise to the Good Reason event as set forth in the notice of termination. If the Company does not correct the act, or the failure to act, the Grantee must terminate employment for Good Reason within 30 days after the end of the cure period, in order for the termination to be considered a Good Reason termination. Notwithstanding the foregoing, in no event will the Grantee have Good Reason for termination if an event described in Section 2(e)(iii)(A) occurs in connection with the Grantee's inability to perform his or her duties on account of illness or short-term or long-term disability.

If the Grantee is a party to an executive severance agreement with the Company or a Subsidiary and Good Reason is defined therein, Good Reason shall have the meaning assigned to it in the executive severance agreement.

(iv) 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 at the Target Award level on the Vesting Date (or on the Grantee's date of death, if earlier), subject to subsection (vi) below.

(v) 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 Target Award level on the Grantee's Retirement date, subject to subsection (vi) below.

(vi) If the Change of Control occurs at or after the end of the BV Performance Period and before the Vesting Date, the Restricted Stock Units will vest based on attainment of the BV Performance Goals through the end of the BV Performance Period, and not at the Target Award level, provided that, except as set forth in subsections (ii), (iv) and (v) above, the Grantee remains employed by the Company or a Subsidiary through the Vesting 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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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 a Change of Control occurs on or 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 Change of Control.

(iii) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates upon or within one year after the Change of Control in accordance with Section 2(e)(ii) (termination without Cause or Good Reason termination), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's termination of employment.

(iv) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates within 90 days prior to the Change of Control in accordance with Section 2(e)(ii), and the Grantee subsequently dies prior to the Vesting Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death.

(v) If the Restricted Stock Units vest in accordance with Section 2(e)(v) (Retirement on or after a Change of Control), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's Retirement date; provided that, if required by section 409A of the Code, if the Retirement date does not occur within two years after the Change of Control, payment will be made within 90 days after the Distribution Date.

(vi) Notwithstanding subsections (ii), (iii) and (v), 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), (iii) and (v) and, instead, will 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 16 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 12 below, and subject to compliance with the restrictive covenants in Section 6 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 14 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 4.

5. **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 BV Performance Goals 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 5 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.

6. **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 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, 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).

(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.

(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 6 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 6 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 6 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 6. 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 6 are unreasonable or otherwise unenforceable. The Grantee irrevocably and unconditionally (i) agrees that any legal proceeding arising out of these Terms and Conditions may be brought only in the United States District Court for the Eastern District of Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Philadelphia County, Pennsylvania, (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 6 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 6 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 6, 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 6 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 6 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, or responding to any inquiry from, or providing testimony before, the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, or any other federal, state, or local regulatory authority. To the extent permitted by law, 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.

(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) 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 6 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 6 shall control as of the Grant Date.

7. **No Stockholder Rights.**

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. **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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. **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.

14. **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.

15. **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.

16. **Section 409A.**

This award of Restricted Stock Units is intended to 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 a 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/ Anita Scott

Name: Anita Scott

Title: SVP, Chief Human Resources 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
BV Performance Goals

1. **Calculation of Book Value per Share.** Vesting of the Restricted Stock Units will be based on the Company's growth in LTI Book Value per Share (as defined below) over the BV Performance Period beginning on March 31, 2017 and ending on March 31, 2020 as compared to the following reference points:

LTI Book Value per Share Growth ⁽¹⁾	Payout Percentage ⁽¹⁾ (Percentage of Target Award)
50%	200%
40%	150%
30%	100%
20%	50%
<10% ⁽²⁾	0%

- (1) If the Company's growth in LTI Book Value per Share falls between two referenced percentages, the payout percentage will be interpolated.
(2) The LTI Book Value on the first day of the BV Performance Period (March 31, 2017) was \$12.32. If the Company's growth in LTI Book Value per Share is less than 10%, the payout percentage will be zero.

The Company's "**LTI Book Value per Share**" is defined as: (i) Tangible Book Value (Total Stockholders' Equity less Goodwill and Other Intangible Assets, net) adjusted to exclude Accumulated Other Comprehensive Income and the impacts, if any, during the BV Performance Period from repurchases or retirements of convertible bonds, merger and acquisition-related expenses, changes in goodwill and other intangible assets related to acquisitions or dispositions, repurchases of common shares and declared dividends on common shares, *divided by* (ii) basic shares of Common Stock of the Company outstanding as of the applicable measurement date, as adjusted to exclude the share impact, if any, related to any of the items identified in (i) above, each applied on a consistent basis. 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. **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 BV Performance Period shall be forfeited as of the end of the BV Performance Period.
3. **Maximum Vesting and Payment.** 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.

RADIANT GROUP INC.
EQUITY COMPENSATION PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT
(TSR)

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are part of the Performance-Based Restricted Stock Unit Grant made as of May 10, 2017 (the “**Grant Date**”), by Radian Group Inc., a Delaware corporation (the “**Company**”), to **<EMPLOYEE’S NAME>**, an employee of the Company (the “**Grantee**”).

RECITALS

WHEREAS, the Radian Group Inc. 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 performance goals related to total shareholder return (“**TSR**”) 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 **<# of PSUs>** 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 achievement of the performance goals set forth in Schedule A (the “**TSR Performance Goals**”) 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 attainment of the TSR Performance Goals as of the end of the performance period, provided that the Grantee remains employed by the Company or a Subsidiary through May 10, 2020 (the “**Vesting Date**”). The performance period is the period beginning on May 10, 2017 and ending on May 10, 2020 (the “**TSR 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, if the TSR Performance Goals are not attained at the end of the TSR Performance Period the Restricted Stock Units 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 continue to vest based on the attainment of the TSR Performance Goals, 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 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 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, the Grantee will vest in a pro-rated portion of the Restricted Stock Units based on attainment of the TSR Performance Goals. The pro-rated portion shall be determined by multiplying the number of Restricted Stock Units that would have vested based on attainment of the TSR Performance Goals had the Grantee remained employed through the Vesting Date, 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, and the denominator of which is 36. A partial month shall count as a full month for purposes of this calculation. For the avoidance of doubt, 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 prior to the Vesting Date, all of the Grantee's Restricted Stock Units will continue to vest based on attainment of the TSR Performance Goals.

(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. If the Grantee and the Company or a Subsidiary are parties to an executive severance agreement, a termination by the Grantee for Good Reason under the executive severance agreement shall be deemed to be an Involuntary Termination.

(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 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 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-rated Target Award level (with the pro-ration based on the formula described in Section 2(c)(i)). A partial month shall count as a full month for purposes of this calculation. 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 Target Award level on the Vesting Date, provided that, except as set forth in subsections (ii), (iv) and (v) 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 Target Award 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) more than 90 days

before the Change of Control, and a Change of Control subsequently occurs prior to the Vesting Date, any portion of the Restricted Stock Units that are continuing to vest pursuant to Section 2(c) will vest at the pro-rated Target Award level (or full Target Award level, if Section 2(c)(ii) applies) on the date of the Change of Control.

(iii) For purposes of these Terms and Conditions, if the Grantee is not a party to an executive severance agreement or the Grantee is a party to an executive severance agreement but the term "Good Reason" is not defined therein, "**Good Reason**" shall mean:

(A) a material diminution of the Grantee's authority, duties, or responsibilities;

(B) a material reduction in the Grantee's base salary, which, for purposes of these Terms and Conditions, means a reduction in base salary of 10% or more that does not apply generally to all similarly situated employees of the Company; or

(C) any material change in the geographic location at which the Grantee must perform the Grantee's duties to the Company and its Subsidiaries, which, for purposes of these Terms and Conditions, means the permanent relocation of the Grantee's principal place of employment to any office or location which is located more than 100 miles from the location where the Grantee is based immediately prior to the change in location.

In order to terminate employment for Good Reason, the Grantee must provide a written notice of termination with respect to termination for Good Reason to the Company within 90 days after the event constituting Good Reason has occurred. The Company shall have a period of 30 days in which it may correct the act, or the failure to act, that gave rise to the Good Reason event as set forth in the notice of termination. If the Company does not correct the act, or the failure to act, the Grantee must terminate employment for Good Reason within 30 days after the end of the cure period, in order for the termination to be considered a Good Reason termination. Notwithstanding the foregoing, in no event will the Grantee have Good Reason for termination if an event described in Section 2(e)(iii)(A) occurs in connection with the Grantee's inability to perform his or her duties on account of illness or short-term or long-term disability.

If the Grantee is a party to an executive severance agreement with the Company or a Subsidiary and Good Reason is defined therein, Good Reason shall have the meaning assigned to it in the executive severance agreement.

(iv) 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 at the Target Award level on the Vesting Date (or on the Grantee's date of death, if earlier).

(v) 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 Target Award 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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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 a Change of Control occurs on or 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 Change of Control.

(iii) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates upon or within one year after the Change of Control in accordance with Section 2(e)(ii) (termination without Cause or Good Reason termination), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's termination of employment.

(iv) If a Change of Control occurs before the Vesting Date and the Grantee's employment terminates within 90 days prior to the Change of Control in accordance with Section 2(e)(ii), and the Grantee subsequently dies prior to the Vesting Date, the vested Restricted Stock Units shall be paid within 90 days after the date of the Grantee's death.

(v) If the Restricted Stock Units vest in accordance with Section 2(e)(v) (Retirement on or after a Change of Control), the vested Restricted Stock Units shall be paid within 90 days after the Grantee's Retirement date; provided that, if required by section 409A of the Code, if the Retirement date does not occur within two years after the Change of Control, payment will be made within 90 days after the Distribution Date.

(vi) Notwithstanding subsections (ii), (iii) and (v), 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), (iii) and (v) and, instead, will 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 16 below, if applicable, and (iii) the payment of any federal, state, local or foreign withholding taxes as described in Section 12 below, and subject to compliance with the restrictive covenants in Section 6 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 14 below.

(d) Notwithstanding anything in these Terms and Conditions to the contrary, in no event shall the Fair Market Value of the vested Restricted Stock Units to be distributed exceed \$99.66 (\$16.61 multiplied by 600%) multiplied by the Target Award, measured as of the Valuation Date (as defined below). If the Fair Market Value of the vested Restricted Stock Units would exceed this amount, the number of shares of the Company's Common Stock to be distributed to the Grantee shall be limited to the amount calculated as follows:

- \$99.66 multiplied by the Target Award,
- Divided by the Fair Market Value of a share of the Company's Common Stock on the Valuation Date.

For this purpose, the "**Valuation Date**" is the Vesting Date for Restricted Stock Units that are payable on or after the Vesting Date. If the Restricted Stock Units are payable before the Vesting Date, the "**Valuation Date**" is the Grantee's applicable payment date under this Section 4 (termination date, date of Disability, date of death, or Change of Control, as applicable).

(e) 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 4.

5. **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 TSR Performance Goals 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 5 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.

6. **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 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, 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).

(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.

(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 6 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 6 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 6 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 6. 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 6 are unreasonable or otherwise unenforceable. The Grantee irrevocably and unconditionally (i) agrees that any legal proceeding arising out of these Terms and Conditions may be brought only in the United States District Court for the Eastern District of Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Philadelphia County, Pennsylvania, (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 6 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 6 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 6, 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 6 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 6 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, or responding to any inquiry from, or providing testimony before, the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, or any other federal, state, or local regulatory authority. To the extent permitted by law, 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.

(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) 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 6 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 6 shall control as of the Grant Date.

7. **No Stockholder Rights.**

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. **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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. **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.

14. **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.

15. **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.

16. **Section 409A.**

This award of Restricted Stock Units is intended to 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 a 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/ Anita Scott

Name: Anita Scott

Title: SVP, Chief Human Resources 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
TSR Performance Goals

1. **Calculation of TSR.** Vesting of the Restricted Stock Units will be based on the following performance results: (i) the relative total shareholder return (“**TSR**”) for the TSR Performance Period beginning on May 10, 2017 and ending on May 10, 2020, which means the Company’s TSR relative to the median TSR of the TSR Peer Group (as defined in Section 2(d) below), as set forth in Section 2 below, and (ii) the Company’s TSR for the TSR Performance Period (“**Company Absolute TSR**”), as set forth in Section 3 below. At the end of the TSR Performance Period, the TSR for the Company, and for each company in the TSR Peer Group, shall be calculated by dividing the Closing Average Share Value (as defined below) by the Opening Average Share Value (as defined below).

(a) The term “**Closing Average Share Value**” means the average value of the common stock, including Accumulated Shares, for the 60 trading days ending on the last day of the TSR Performance Period (i.e., the 60 trading days ending on and including May 10, 2020), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading date during the 60-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 60-day period.

(b) The term “**Opening Average Share Value**” means the average value of the common stock, including Accumulated Shares, for the 60 trading days ending on the first day of the TSR Performance Period (i.e., the 60 trading days ending on and including May 10, 2017), which shall be calculated as follows: (i) determine the closing price of the common stock on each trading day during the 60-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 60-day period. The Opening Average Share Value is \$18.22.

(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 February 14, 2017 and the trading day.

2. **Relative TSR Vesting Percentage.**

(a) Subject to Sections 3 and 5, the number of Restricted Stock Units that will vest for the TSR Performance Period shall be determined by multiplying the Target Award by the Relative TSR Vesting Percentage, as determined under this Section 2.

(b) The Relative TSR Vesting Percentage will be determined based on the Company’s TSR as compared to the median TSR of the companies in the TSR Peer Group for the TSR Performance Period (the “**Median Peer Group TSR**”) as follows:

(i) If the Company’s TSR exceeds the Median Peer Group TSR, the Relative TSR Vesting Percentage will increase by 2% above 100% (but not in excess of 200%) for every 1% by which the Company’s TSR exceeds the Median Peer Group TSR.

(ii) If the Company’s TSR is less than the Median Peer Group TSR, the Relative TSR Vesting Percentage will be below 100%, in an amount such that there is a 2% reduction for every 1% by which the Company’s TSR is less than the Median Peer Group TSR. There is no vesting if the Company’s TSR is less than 50% of the Median Peer Group TSR.

(iii) If the Company’s TSR rank falls between the measuring points, the Company’s TSR rank will be rounded to the nearest whole percentage point.

The chart below is provided for illustrative purposes:

<u>Performance (increments of +/- point differential)</u>	<u>Relative TSR Vesting Percentage</u>
Maximum at 50% above Median	200%
+1% Company Absolute TSR above Median	102%
Median Peer Group TSR	100%
-1% Company Absolute TSR below Median	98%
Threshold at -50% below Median	0%

(c) The companies in the TSR Peer Group will be determined on the first day of the TSR Performance Period for purposes of the TSR calculation and will be changed only in accordance with Section 2(d) below. No company shall be added to the TSR Peer Group during the TSR Performance Period for purposes of the TSR calculation.

(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 TSR 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. **Vesting Cap Based on Company Absolute TSR**. After the Relative TSR Vesting Percentage is determined, as described in Section 2 above, the Company Absolute TSR for the TSR Performance Period will be evaluated to determine the actual number of Restricted Stock Units that vest (the “**Final Payout Percentage**”). If the Company Absolute TSR is negative, the Final Payout Percentage will not exceed 75% of the Target Award, even if the Relative TSR Vesting Percentage determined under Section 2 is greater than 75%. If the Company Absolute TSR is zero or positive, the Final Payout Percentage will be the Relative TSR Vesting Percentage determined under Section 2 above.

4. **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 TSR Performance Period shall be forfeited as of the end of the TSR Performance Period.

5. **Maximum Vesting and Payment**. 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. In addition, notwithstanding anything in this Schedule A to the contrary, in no event shall the Fair Market Value of the vested Restricted Stock Units to be distributed on the applicable Valuation Date exceed \$99.66 (\$16.61 multiplied by 600%) multiplied by the Target Award, as described in Section 4(d) of the Terms and Conditions.

Exhibit A

TSR Peer Group

Arch Capital Group Ltd. (ACGL)

Assured Guaranty Ltd. (AGO)

CoreLogic, Inc. (CLGX)

Essent Group Ltd. (ESNT)

Fidelity National Financial, Inc. (FNF)

First American Corp. (FAF)

Genworth Financial, Inc. (GNW)

MGIC Investment Corp. (MTG)

Nationstar Mortgage Holdings, Inc. (NSM)

NMI Holdings Inc. (NMIH)

Old Republic International Corp. (ORI)

PennyMac Financial Services, Inc. (PFSI)

PHH Corp. (PHH)

Stewart Information Services Corp. (STC)

RADIAN GROUP INC.
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 10, 2017 (the “**Grant Date**”), by Radian Group Inc., a Delaware corporation (the “**Company**”), to **<EMPLOYEE’S NAME>**, an employee of the Company (the “**Grantee**”).

RECITALS

WHEREAS, the Radian Group Inc. 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 **<# of RSUs>** 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 as follows, 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**”):

<u>Vesting Date</u>	<u>Vested Restricted Stock Units</u>
1 st Anniversary of the Grant Date	33% of the awarded Restricted Stock Units
2 nd Anniversary of the Grant Date	33% of the awarded Restricted Stock Units
3 rd Anniversary of the Grant Date	34% of the awarded Restricted Stock Units

(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) If the Grantee terminates employment during the Restriction Period 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. If the Grantee and the Company or a Subsidiary are parties to an executive severance agreement, a termination by the Grantee for Good Reason under the executive severance agreement shall be deemed to be an Involuntary Termination.

(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.**

(i) 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).

(ii) For purposes of these Terms and Conditions, if the Grantee is not a party to an executive severance agreement or the Grantee is a party to an executive severance agreement but the term is not defined therein, "**Good Reason**" shall mean:

(1) a material diminution of the Grantee's authority, duties, or responsibilities;

(2) a material reduction in the Grantee's base salary, which, for purposes of these Terms and Conditions, means a reduction in base salary of 10% or more that does not apply generally to all similarly situated employees of the Company; or

(3) any material change in the geographic location at which the Grantee must perform the Grantee's duties to the Company and its Subsidiaries, which, for purposes of these Terms and Conditions, means the permanent relocation of the Grantee's principal place of employment to any office or location which is located more than 100 miles from the location where the Grantee is based immediately prior to the change in location.

In order to terminate employment for Good Reason, the Grantee must provide a written notice of termination with respect to termination for Good Reason to the Company within 90 days after the event constituting Good Reason has occurred. The Company shall have a period of 30 days in which it may correct the act, or the failure to act, that gave rise to the Good Reason event as set forth in the notice of termination. If the Company does not correct the act, or the failure to act, the Grantee must terminate employment for Good Reason within 30 days after the end of the cure period, in order for the termination to be considered a Good Reason termination. Notwithstanding the foregoing, in no event will the Grantee have Good Reason for termination if an event described in Section 2(e)(ii)(1) occurs in connection with the Grantee's inability to perform his or her duties on account of illness or short-term or long-term disability.

If the Grantee is a party to an executive severance agreement with the Company or a Subsidiary and Good Reason is defined therein, Good Reason shall have the meaning assigned to it in the executive severance agreement.

(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. **Conversion of Restricted Stock Units.**

(a) Except as otherwise provided in this Section 4, 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)(i), 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 16 below, if applicable, and the payment of any federal, state, local, or foreign withholding taxes as described in Section 12 below, and subject to compliance with the restrictive covenants in Section 6 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 14 below.

5. **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 5 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.

6. **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 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, 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).

(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.

(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 6 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 6 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 6 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 6. 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 6 are unreasonable or otherwise unenforceable. The Grantee irrevocably and unconditionally (i) agrees that any legal proceeding arising out of these Terms and Conditions may be brought only in the United States District Court for the Eastern District of Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Philadelphia County, Pennsylvania, (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 6 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 6, 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 6, 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 6 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 6 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, or responding to any inquiry from, or providing testimony before, the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, or any other federal, state, or local regulatory authority. To the extent permitted by law, 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.

(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) 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 6 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 6 shall control as of the Grant Date.

7. **No Stockholder Rights.**

The Grantee has no voting rights and no rights to receive dividends or dividend equivalents or other ownership rights and privileges of a stockholder with respect to the shares of Common Stock subject to the Restricted Stock Units.

8. **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.

9. **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.

10. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197, 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.

11. **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, 1601 Market Street, Philadelphia, Pennsylvania 19103-2197.

12. **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, an amount equal to the federal (including FICA), state, local and foreign income and payroll taxes and other amounts as may be required by law to be withheld with respect to the Restricted Stock Units. Without limiting the foregoing, upon payment of the Restricted Stock Units, the Company may withhold shares subject to the vested Restricted Stock Units to cover any of the applicable withholding for related FICA tax and income tax liabilities.

13. **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.

14. **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.

15. **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.

16. **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 a 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/ Anita Scott

Name: Anita Scott

Title: SVP, Chief Human Resources 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.

Radian Group Inc.
Ratio of Earnings to Fixed Charges

(\$ in thousands)	Six Months Ended	Fiscal Years Ended December 31,				
	June 30, 2017	2016	2015	2014	2013	2012
Pretax income (loss) from continuing operations	\$ 79,196	\$ 483,686	\$ 437,829	\$ 407,156	\$ (173,346)	\$ (272,428)
Fixed charges	33,054	82,807	92,758	91,772	75,638	53,101
Total earnings available for fixed charges	112,250	566,493	530,587	498,928	(97,708)	(219,327)
Fixed charges:						
Interest expense, including capitalized interest	32,117	81,132	91,102	90,464	74,618	51,832
Interest portion of rental expense	937	1,675	1,656	1,308	1,020	1,269
Total fixed charges	<u>\$ 33,054</u>	<u>\$ 82,807</u>	<u>\$ 92,758</u>	<u>\$ 91,772</u>	<u>\$ 75,638</u>	<u>\$ 53,101</u>
Ratio of earnings to fixed charges	3.4x	6.8x	5.7x	5.4x	(1)	(1)

(1) Ratio coverage less than 1:1 is not presented. For the periods ended December 31, 2013 and 2012, additional earnings of \$173,346 and \$272,428, respectively, would have been required to achieve a ratio of 1:1.

As defined in Item 503 of Regulation S-K, for purposes of calculating the ratio of earnings to fixed charges, earnings is the amount resulting from adding and subtracting the following items, which are reflected and shown above where applicable to us:

Add:

- consolidated pretax income from continuing operations before adjustment for income or loss from equity investees;
- fixed charges, as defined below;
- amortization of capitalized interest;
- distributed income of equity investees; and
- our share of pretax losses of equity investees for which charges arising from guarantees are included in fixed charges.

Subtract:

- interest capitalized;
- preference security dividend requirements of consolidated subsidiaries; and
- the noncontrolling interest in pretax income of subsidiaries that have not incurred fixed charges.

Fixed charges is defined as the sum of:

- interest expensed and capitalized (from both continuing and discontinued operations);
- amortization of premiums, discounts and capitalized expenses related to indebtedness;
- an estimate of the interest component within rental expense; and
- preference security dividend requirements of consolidated subsidiaries.

We deemed 1/3 of total rental expense to be a reasonable approximation of the interest portion of rental expense. The ratio does not adjust for interest associated with our unrecognized tax benefits, as they are recorded as a component of income tax expense.

We have not issued preferred stock. Therefore, the ratios of earnings to combined fixed charges and preferred stock dividends are the same as the ratios of earnings to fixed charges.

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 8, 2017

/s/ RICHARD G. THORBERRY

Richard G. Thornberry
Chief Executive Officer

I, J. Franklin Hall, 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 8, 2017

/s/ J. FRANKLIN HALL

J. Franklin Hall
Executive Vice President, Chief Financial Officer

Section 1350 Certifications

I, Richard G. Thornberry, Chief Executive Officer of Radian Group Inc., and I, J. Franklin Hall, 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, 2017 (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 8, 2017

/s/ RICHARD G. THORNBERRY

Richard G. Thornberry
Chief Executive Officer

/s/ J. FRANKLIN HALL

J. Franklin Hall
Executive Vice President, Chief Financial Officer