

**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 **001-36174**

**NMI Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction of incorporation or organization)

**2100 Powell Street, Emeryville, CA**

(Address of principal executive offices)

**45-4914248**

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

**94608**

(Zip Code)

**(855) 530-6642**

(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 x NO o**

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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

**YES x NO o**

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. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

**YES o NO x**

The number of shares of common stock, \$0.01 par value per share, of the registrant outstanding on July 28, 2017 was 59,862,199 shares.

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## CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

This report contains forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (Securities Act), Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act), and the U.S. Private Securities Litigation Reform Act of 1995. Any statements about our expectations, beliefs, plans, predictions, forecasts, objectives, assumptions or future events or performance are not historical facts and may be forward looking. These statements are often, but not always, made through the use of words or phrases such as "anticipate," "believe," "can," "could," "may," "predict," "potential," "should," "will," "estimate," "plan," "project," "continuing," "ongoing," "expect," "intend" or words of similar meaning and include, but are not limited to, statements regarding the outlook for our future business and financial performance. All forward looking statements are necessarily only estimates of future results, and actual results may differ materially from expectations. You are, therefore, cautioned not to place undue reliance on such statements which should be read in conjunction with the other cautionary statements that are included elsewhere in this report. Further, any forward looking statement speaks only as of the date on which it is made and we undertake no obligation to update or revise any forward looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. We have based these forward looking statements on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, operating results, business strategy and financial needs. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward looking statements including, but not limited to:

- changes in the business practices of Fannie Mae and Freddie Mac (collectively, the GSEs), including decisions that have the impact of decreasing or discontinuing the use of mortgage insurance as credit enhancement;
- our ability to remain an eligible mortgage insurer under the private mortgage insurer eligibility requirements (PMIERS) and other requirements imposed by the GSEs, which they may change at any time;
- retention of our existing certificates of authority in each state and the District of Columbia (D.C.) and our ability to remain a mortgage insurer in good standing in each state and D.C.;
- our future profitability, liquidity and capital resources;
- actions of existing competitors, including governmental agencies like the Federal Housing Administration (FHA) and the Veterans Administration (VA), and potential market entry by new competitors or consolidation of existing competitors;
- developments in the world's financial and capital markets and our access to such markets, including reinsurance;
- adoption of new or changes to existing laws and regulations that impact our business or financial condition directly or the mortgage insurance industry generally or their enforcement and implementation by regulators;
- changes to the GSEs' role in the secondary mortgage market or other changes that could affect the residential mortgage industry generally or mortgage insurance in particular;
- potential future lawsuits, investigations or inquiries or resolution of current lawsuits or inquiries;
- changes in general economic, market and political conditions and policies, interest rates, inflation and investment results or other conditions that affect the housing market or the markets for home mortgages or mortgage insurance;
- our ability to successfully execute and implement our capital plans, including our ability to access the reinsurance market and to enter into, and receive approval of, reinsurance arrangements on terms and conditions that are acceptable to us, the GSEs and our regulators;
- our ability to implement our business strategy, including our ability to write mortgage insurance on high quality low down payment residential mortgage loans, implement successfully and on a timely basis, complex infrastructure, systems, procedures, and internal controls to support our business and regulatory and reporting requirements of the insurance industry;
- our ability to attract and retain a diverse customer base, including the largest mortgage originators;
- failure of risk management or pricing or investment strategies;
- emergence of unexpected claim and coverage issues, including claims exceeding our reserves or amounts we had expected to experience;
- the inability of our counter-parties, including third party reinsurers, to meet their obligations to us;

- our ability to utilize our net operating loss carryforwards, which could be limited or eliminated in various ways, including if we experience an ownership change as defined in Section 382 of the Internal Revenue Code;
- failure to maintain, improve and continue to develop necessary information technology (IT) systems or the failure of technology providers to perform; and
- ability to recruit, train and retain key personnel.

For more information regarding these risks and uncertainties as well as certain additional risks that we face, you should refer to Part I, Item 2, "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and elsewhere in this report on Form 10-Q, including the exhibits hereto. In addition, for additional discussion of those risks and uncertainties that have the potential to affect our business, financial condition, results of operations, cash flows or prospects in a material and adverse manner, you should review the *Risk Factors* in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 31, 2016 (2016 10-K), as subsequently updated in other reports we file from time to time with the U.S. Securities and Exchange Commission (SEC).

Unless expressly indicated or the context requires otherwise, the terms "we," "our," "us" and "Company" in this document refer to NMI Holdings, Inc., a Delaware corporation, and its wholly owned subsidiaries on a consolidated basis.

## PART I

### Item 1. Financial Statements

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NMI HOLDINGS, INC.  
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

	June 30, 2017	December 31, 2016
<i>(In Thousands, except for share data)</i>		
<b>Assets</b>		
Fixed maturities, available-for-sale, at fair value (amortized cost of \$669,363 and \$630,688 as of June 30, 2017 and December 31, 2016, respectively)	\$ 673,695	\$ 628,969
Cash and cash equivalents	20,035	47,746
Premiums receivable	17,795	13,728
Accrued investment income	3,867	3,421
Prepaid expenses	2,072	1,991
Deferred policy acquisition costs, net	34,206	30,109
Software and equipment, net	21,530	20,402
Intangible assets and goodwill	3,634	3,634
Prepaid reinsurance premiums	38,919	37,921
Deferred tax asset, net	45,771	51,434
Other assets	1,471	542
<b>Total assets</b>	<b>\$ 862,995</b>	<b>\$ 839,897</b>
<b>Liabilities</b>		
Term loan	\$ 143,990	\$ 144,353
Unearned premiums	157,152	152,906
Accounts payable and accrued expenses	21,349	25,297
Reserve for insurance claims and claim expenses	5,048	3,001
Reinsurance funds withheld	32,042	30,633
Deferred ceding commission	4,830	4,831
Warrant liability, at fair value	3,544	3,367
<b>Total liabilities</b>	<b>367,955</b>	<b>364,388</b>
<b>Commitments and contingencies</b>		
<b>Shareholders' equity</b>		
Common stock - class A shares, \$0.01 par value; 59,858,418 and 59,145,161 shares issued and outstanding as of June 30, 2017 and December 31, 2016, respectively (250,000,000 shares authorized)	598	591
Additional paid-in capital	580,499	576,927
Accumulated other comprehensive loss, net of tax	(1,354)	(5,287)
Accumulated deficit	(84,703)	(96,722)
<b>Total shareholders' equity</b>	<b>495,040</b>	<b>475,509</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 862,995</b>	<b>\$ 839,897</b>

*See accompanying notes to consolidated financial statements.*

NMI HOLDINGS, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (UNAUDITED)

	For the three months ended June 30,		For the six months ended June 30,	
	2017	2016	2017	2016
Revenues	<i>(In Thousands, except for share data)</i>			
Net premiums earned	\$ 37,917	\$ 26,041	\$ 71,142	\$ 45,848
Net investment income	3,908	3,342	7,715	6,573
Net realized investment gains (losses)	188	61	130	(824)
Other revenues	185	37	265	69
<b>Total revenues</b>	<b>42,198</b>	<b>29,481</b>	<b>79,252</b>	<b>51,666</b>
Expenses				
Insurance claims and claims expenses	1,373	470	2,008	928
Underwriting and operating expenses	28,048	23,234	54,037	45,906
<b>Total expenses</b>	<b>29,421</b>	<b>23,704</b>	<b>56,045</b>	<b>46,834</b>
Other (expense) income				
Gain (loss) from change in fair value of warrant liability	19	(59)	(177)	611
Interest expense	(3,300)	(3,707)	(6,794)	(7,339)
<b>Total other expense</b>	<b>(3,281)</b>	<b>(3,766)</b>	<b>(6,971)</b>	<b>(6,728)</b>
<b>Income (loss) before income taxes</b>	<b>9,496</b>	<b>2,011</b>	<b>16,236</b>	<b>(1,896)</b>
Income tax expense	3,484	—	4,732	—
<b>Net income (loss)</b>	<b>\$ 6,012</b>	<b>\$ 2,011</b>	<b>\$ 11,504</b>	<b>\$ (1,896)</b>
Earnings (loss) per share				
Basic	\$ 0.10	\$ 0.03	\$ 0.19	\$ (0.03)
Diluted	\$ 0.10	\$ 0.03	\$ 0.18	\$ (0.03)
Weighted average common shares outstanding				
Basic	59,823,396	59,105,613	59,576,747	59,005,983
Diluted	63,010,362	59,830,899	62,688,563	59,005,983
<b>Net income (loss)</b>	<b>\$ 6,012</b>	<b>\$ 2,011</b>	<b>\$ 11,504</b>	<b>\$ (1,896)</b>
Other comprehensive income, net of tax:				
Net unrealized gains in accumulated other comprehensive income, net of tax expense of \$1,388 and \$0 for the three months ended June 30, 2017 and 2016, respectively, and \$2,073 and \$0 for the six months ended June 30, 2017 and 2016	2,822	8,670	4,017	17,771
Reclassification adjustment for losses (gains) included in net income, net of tax expense of \$66 and \$0 for the three months ended June 30, 2017 and 2016, respectively, and \$45 and \$0 for the six months ended June 30, 2017 and 2016	(122)	(61)	(84)	824
<b>Other comprehensive income, net of tax</b>	<b>2,700</b>	<b>8,609</b>	<b>3,933</b>	<b>18,595</b>
<b>Comprehensive income</b>	<b>\$ 8,712</b>	<b>\$ 10,620</b>	<b>\$ 15,437</b>	<b>\$ 16,699</b>

*See accompanying notes to consolidated financial statements.*

NMI HOLDINGS, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)

	Common Stock - Class A		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total
	Shares	Amount				
<i>(In Thousands)</i>						
Balances, January 1, 2016	58,808	\$ 588	\$ 570,340	\$ (7,474)	\$ (160,723)	402,731
Common stock: class A shares issued under stock plans, net of shares withheld for employee taxes	337	3	(227)	—	—	(224)
Share-based compensation expense	—	—	6,814	—	—	6,814
Change in unrealized investment gains/losses, net of tax expense of \$1,178	—	—	—	2,187	—	2,187
Net income	—	—	—	—	64,001	64,001
Balances, December 31, 2016	59,145	\$ 591	\$ 576,927	\$ (5,287)	\$ (96,722)	475,509
Cumulative effect of change in accounting principle	—	—	388	—	515	903
Common stock: class A shares issued under stock plans, net of shares withheld for employee taxes	713	7	(1,035)	—	—	(1,028)
Share-based compensation expense	—	—	4,219	—	—	4,219
Change in unrealized investment gains/losses, net of tax expense of \$2,118	—	—	—	3,933	—	3,933
Net income	—	—	—	—	11,504	11,504
Balances, June 30, 2017	59,858	\$ 598	\$ 580,499	\$ (1,354)	\$ (84,703)	495,040

*See accompanying notes to consolidated financial statements.*



NMI HOLDINGS, INC.  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

	For the six months ended June 30,	
	2017	2016
Cash flows from operating activities	<i>(In Thousands)</i>	
Net income (loss)	\$ 11,504	\$ (1,896)
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Net realized investment losses	(130)	824
Loss (gain) from change in fair value of warrant liability	177	(611)
Depreciation and amortization	3,119	2,295
Net amortization of premium on investment securities	772	649
Amortization of debt discount and debt issuance costs	757	918
Share-based compensation expense	4,219	3,156
Deferred income taxes	4,449	—
Changes in operating assets and liabilities:		
Accrued investment income	(445)	(195)
Premiums receivable	(4,067)	(3,725)
Prepaid expenses	(81)	(382)
Deferred policy acquisition costs, net	(4,097)	(7,598)
Other assets	(929)	5
Unearned premiums	4,246	41,143
Reserve for insurance claims and claims expenses	2,047	796
Reinsurance balances, net	409	—
Accounts payable and accrued expenses	(7,358)	(7,817)
Net cash provided by operating activities	<u>14,592</u>	<u>27,562</u>
Cash flows from investing activities		
Purchase of short-term investments	(78,564)	(80,674)
Purchase of fixed-maturity investments, available-for-sale	(116,991)	(93,974)
Proceeds from maturity of short-term investments	94,677	56,758
Proceeds from redemptions, maturities and sale of fixed-maturity investments, available-for-sale	65,587	86,930
Additions to software and equipment	(4,863)	(6,182)
Net cash used in by investing activities	<u>(40,154)</u>	<u>(37,142)</u>
Cash flows from financing activities		
Proceeds from issuance of common stock related to employee equity plans	2,614	504
Taxes paid related to net share settlement of equity awards	(3,643)	(664)
Repayments of term loan	(750)	(750)
Payments of debt modification costs	(370)	—
Net cash used in financing activities	<u>(2,149)</u>	<u>(910)</u>
Net decrease in cash and cash equivalents	(27,711)	(10,490)
Cash and cash equivalents, beginning of period	47,746	57,317
Cash and cash equivalents, end of period	<u>\$ 20,035</u>	<u>\$ 46,827</u>
Supplemental disclosures of cash flow information		
Interest paid	\$ 7,292	\$ 6,431
Income taxes paid	585	—

*See accompanying notes to consolidated financial statements.*

## 1. Organization and Basis of Presentation

NMI Holdings, Inc. (NMIH) is a Delaware corporation, incorporated in May 2011, to provide private mortgage guaranty insurance (which we refer to as mortgage insurance or MI) through its wholly owned insurance subsidiaries, National Mortgage Insurance Corporation (NMIC) and National Mortgage Reinsurance Inc One (Re One). In April 2012, we completed a private placement of our securities, through which we offered and sold an aggregate of 55,000,000 of our Class A common stock resulting in net proceeds of approximately \$510 million (the Private Placement), and we completed the acquisition of our insurance subsidiaries for \$8.5 million in cash, common stock and warrants, plus the assumption of \$1.3 million in liabilities. In November 2013, we completed an initial public offering of 2.4 million shares of our common stock, and our common stock began trading on the NASDAQ exchange on November 8, 2013, under the symbol "NMIH."

In April 2013, NMIC, our primary insurance subsidiary, issued its first mortgage insurance policy. NMIC is licensed to write mortgage insurance in all 50 states and D.C. In August 2015, NMIH capitalized a wholly owned subsidiary, NMI Services, Inc. (NMIS), through which we offer outsourced loan review services on a limited basis to mortgage loan originators.

### *Basis of Presentation*

The accompanying unaudited condensed consolidated financial statements, which include the results of NMIH and its wholly owned subsidiaries, have been prepared in accordance with the instructions to Form 10-Q as prescribed by the SEC for interim reporting and include other information and disclosures required by accounting principles generally accepted in the U.S. (GAAP). Our accounts are maintained in U.S. dollars. These statements should be read in conjunction with our consolidated financial statements and notes thereto for the year ended December 31, 2016, included in our 2016 10-K. All intercompany transactions have been eliminated. The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, as well as disclosure of contingent assets and liabilities as of the balance sheet date. Estimates also affect the reported amounts of income and expenses for the reporting period. Actual results could differ from those estimates. The results of operations for the interim period may not be indicative of the results that may be expected for the full year ending December 31, 2017.

### *Deferred Policy Acquisition Costs*

Costs directly associated with the successful acquisition of mortgage insurance policies, consisting of certain selling expenses and other policy issuance and underwriting expenses, are initially deferred and reported as deferred policy acquisition costs (DAC). DAC is reviewed periodically to determine that it does not exceed recoverable amounts and is adjusted as appropriate for policy cancellations to be consistent with our revenue recognition policy. We estimate the rate of amortization to reflect actual experience and any changes to persistency or loss development. For each book year of business, these costs are amortized to expense in proportion to estimated gross profits over the estimated life of the policies. Total amortization of DAC, net of a portion of ceding commission related to the 2016 QSR Transaction (see Note 5, "Reinsurance"), was \$1.3 million for each of the three months ended June 30, 2017 and 2016, and \$2.3 million and \$2.2 million for the six months ended June 30, 2017 and 2016, respectively.

### *Premium Deficiency Reserves*

We consider whether a premium deficiency exists at each fiscal quarter using best estimate assumptions as of the testing date. Per ASC 944, a premium deficiency reserve shall be recognized if the sum of expected claim costs and claim adjustment expenses, expected dividends to policyholders, unamortized acquisition costs and maintenance costs exceeds related unearned premiums and anticipated investment income. We have determined that no premium deficiency reserves were necessary for the three and six months ended June 30, 2017 or 2016.

### *Reinsurance*

We account for premiums, losses and loss expenses that are ceded to reinsurers on bases consistent with those we use to account for the original policies we issue and pursuant to the terms of our reinsurance contracts. We account for premiums ceded or otherwise paid to reinsurers as reductions to premium revenue.

We earn profit and ceding commissions in connection with our 2016 QSR Transaction (see Note 5, "Reinsurance"). Profit commissions represent a percentage of the profits recognized by reinsurers that are returned to us, based on the level of losses we cede. We recognize any profit commissions we earn as increases to premium revenue. Ceding commissions are calculated as a percentage of ceded written premiums, which are intended to cover our costs to acquire and service the direct policies. We earn the ceding commissions in a manner consistent with our recognition of earnings on the underlying insurance policies, over the terms of the policies reinsured. We account for ceding commissions as reductions to underwriting and operating expenses.

We cede a portion of loss reserves, paid losses and loss expenses to our reinsurers, which are accounted for as reinsurance recoverables on the consolidated balance sheets and as reductions to loss expense on the consolidated statements of operations. We remain directly liable for all loss payments in the event we are unable to collect from any reinsurer.

*Variable interest entity*

In May 2017, NMIC entered into a reinsurance agreement with Oaktown Re Ltd. (Oaktown Re), a Bermuda-domiciled special purpose reinsurer. We have determined that Oaktown Re is a variable interest entity (VIE), as defined under GAAP (ASC 810), because it does not have sufficient equity at risk to finance its activities. We have evaluated the VIE to determine whether NMIC is its primary beneficiary and, if so, whether we would be required to consolidate the assets and liabilities of the VIE. The primary beneficiary of a VIE is an enterprise that (1) has the power to direct the activities of the VIE, which most significantly impact its economic performance and (2) has significant economic exposure to the VIE; *i.e.*, the obligation to absorb losses or receive benefits that could potentially be significant. The determination of whether an entity is the primary beneficiary of a VIE is complex and requires management judgment regarding determinative factors, including the expected results of the VIE and how those results are absorbed by beneficial interest holders, as well as which party has the power to direct activities that most significantly impact the performance of the VIE.

We have concluded that we are not the primary beneficiary of Oaktown Re and that consolidation is not required, as we do not have significant economic exposure in the entity.

See Note 5, "*Reinsurance*" for further discussion on the reinsurance arrangement.

*Premiums Receivable*

Premiums receivable consist of premiums due on our mortgage insurance policies. If a mortgage insurance premium is unpaid for more than 120 days, the receivable is written off against earned premium and the related insurance policy is canceled.

*Recent Accounting Pronouncements*

In May 2014, the Financial Accounting Standards Board (the FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606). This update is intended to provide a consistent approach in recognizing revenue. 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. In August 2015, ASU 2015-14 deferred the provisions of ASU 2014-09 to be effective for interim and annual periods beginning after December 15, 2017. In addition, this guidance amends the existing requirements for the recognition of a gain or loss on the transfer of non-financial assets that are not in a contract with a customer (ASU 2017-05). The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements; however, this update is not expected to impact the recognition of revenue related to insurance premiums or investments, which represent the majority of our total revenues.

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). This update requires that businesses recognize rights and obligations associated with certain leases as assets and liabilities on the balance sheet. The standard also requires additional disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. For public business entities, this update is effective for annual periods beginning after December 15, 2018 and interim periods therein. Early adoption is permitted in any period. We expect to adopt this guidance on January 1, 2019. We anticipate this standard will have an impact on our financial position, primarily due to our office space operating lease, as we will be required to recognize lease assets and lease liabilities on our consolidated balance sheet. We will continue to assess the potential impacts of this standard, including the impact the adoption of this guidance will have on our results of operations or cash flows.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses* (Topic 326). This update requires companies to measure all expected credit losses for financial assets held at the reporting date. The accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration also is amended in the standard. The standard will take effect for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows* (Topic 230). This update is intended to reduce diversity in practice in how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The

standard will take effect for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017. The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-16, *Income Taxes- Intra-Entity Transfers of Assets Other Than Inventory* (Topic 740). This update is intended to improve the accounting for the income tax consequences of intra-entity transfers of assets other than inventory. The standard will take effect for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017. Early adoption is permitted at the beginning of any annual reporting period. The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other* (Topic 350). This update is intended to simplify the test for goodwill impairment. The standard will take effect for public business entities for fiscal years, and interim periods within those fiscal years, after December 15, 2020. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Company has determined that the adoption of this ASU will have no impact on the consolidated financial statements.

In March 2017, the FASB issued ASU 2017-08, *Receivables - Nonrefundable Fees and Other Costs* (Subtopic 310-20). This update shortens the amortization period for the premium on certain purchased callable debt securities to the earliest call date. The standard will take effect for public business entities for fiscal years beginning after December 15, 2017. Early adoption is permitted, and if an entity early adopts the guidance in an interim period, any adjustments are reflected as of the beginning of the fiscal year that includes that interim period. The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements.

In July 2017, the FASB issued ASU 2017-11, *Earnings Per Share* (Topic 260), *Distinguishing Liabilities from Equity* (Topic 480), and *Derivatives and Hedging* (Topic 815). This update is intended to simplify the accounting for certain financial instruments with down round features. This standard will take effect for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted in any interim or annual period. The Company is currently evaluating the impact the adoption of this ASU will have, if any, on the consolidated financial statements.

#### *Immaterial Correction of Prior Period Amounts*

During the first quarter of 2017, after filing its 2016 10-K, including the audited financial statements included therein, the Company discovered that \$1.8 million of deferred taxes on vested options associated with employees who had terminated employment in previous years had not been reversed. Because the Company's deferred tax asset (DTA) was subject to a valuation allowance prior to December 31, 2016, no expense would have been recognized by the Company in periods prior to December 31, 2016. However, at December 31, 2016, when the Company released the valuation allowance against its DTA, the DTA was overstated by \$1.8 million. The release of the valuation allowance resulted in a \$1.8 million overstatement of the Company's 2016 income tax benefit and net income.

In order to provide consistency in the consolidated statements and as permitted by Staff Accounting Bulletin (SAB) 108, revisions for these immaterial amounts to previously reported annual amounts are reflected in the Consolidated Balance Sheet financial information herein and will be reflected in the Consolidated Statement of Operations in future filings containing such financial information as permitted by SAB 108. A comparison of the affected amounts as previously reported and as adjusted are presented below.

NMI HOLDINGS, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

As of and for the full year ended December 31, 2016	As previously reported		As adjusted
	<i>(In thousands)</i>		
<b>Income Statement</b>			
Net income	\$	65,841	\$ 64,001
Income tax (benefit)		(54,389)	(52,550)
Basic EPS		1.11	1.08
Diluted EPS		1.08	1.05
<b>Balance Sheet</b>			
Deferred tax asset, net	\$	53,274	\$ 51,434
Total assets		841,737	839,897
Accumulated deficit		(94,882)	(96,722)
Total shareholder's equity		477,349	475,509

*Change in Accounting Principle*

In March 2016, the FASB issued ASU 2016-09, *Improvements to Employee Share-Based Payment Accounting* (Topic 718), which intends to simplify various aspects of the accounting for and reporting of share-based payments. The new accounting is required to be adopted using a modified retrospective approach, with a cumulative-effect adjustment to opening retained earnings for any outstanding liability awards that qualify for equity classification under the new guidance.

As the guidance is effective for annual and interim reporting periods beginning after December 15, 2016, the Company adopted the new guidance in the first quarter of 2017. This required us to reflect any adjustments as of January 1, 2017, the beginning of the annual period that includes the interim period of adoption. The primary impact of adoption was the recognition of excess tax benefits in our provision for income taxes in the consolidated statements of operations. Additionally, our consolidated statements of cash flows now present excess tax benefits as an operating activity on a prospective basis. Finally, we have elected to account for forfeitures as they occur, rather than estimate expected forfeitures. The net cumulative effect of this change was recognized as a \$0.5 million reduction to the accumulated deficit as of January 1, 2017.

**2. Investments**

We have designated our investment portfolio as available-for-sale and report it at fair value. The related unrealized gains and losses are, after considering the related tax expense or benefit, recognized through comprehensive income and loss, and on an accumulated basis in shareholders' equity. Net realized investment gains and losses are reported in income based upon specific identification of securities sold.

*Fair Values and Gross Unrealized Gains and Losses on Investments*

	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
<i>(In Thousands)</i>				
<b>As of June 30, 2017</b>				
U.S. Treasury securities and obligations of U.S. government agencies	\$ 65,679	\$ 31	\$ (657)	\$ 65,053
Municipal debt securities	79,154	839	(371)	79,622
Corporate debt securities	375,817	4,729	(1,355)	379,191
Asset-backed securities	103,242	1,147	(141)	104,248
Total bonds	623,892	6,746	(2,524)	628,114
Short-term investments	45,471	110	—	45,581
Total investments	\$ 669,363	\$ 6,856	\$ (2,524)	\$ 673,695

NMI HOLDINGS, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
<i>(In Thousands)</i>				
<b>As of December 31, 2016</b>				
U.S. Treasury securities and obligations of U.S. government agencies	\$ 64,135	\$ 6	\$ (962)	\$ 63,179
Municipal debt securities	40,801	131	(663)	40,269
Corporate debt securities	349,712	1,722	(2,356)	349,078
Asset-backed securities	114,456	765	(560)	114,661
<b>Total bonds</b>	<b>569,104</b>	<b>2,624</b>	<b>(4,541)</b>	<b>567,187</b>
Short-term investments	61,584	198	—	61,782
<b>Total investments</b>	<b>\$ 630,688</b>	<b>\$ 2,822</b>	<b>\$ (4,541)</b>	<b>\$ 628,969</b>

As of June 30, 2017 and December 31, 2016, there were approximately \$7.0 million of cash and investments in the form of U.S. Treasury securities on deposit with various state insurance departments to satisfy regulatory requirements.

*Scheduled Maturities*

The amortized cost and fair values of available-for-sale securities as of June 30, 2017 and December 31, 2016, by contractual maturity, are shown below. Expected maturities will differ from contractual maturities because issuers may have the right to call or prepay obligations with or without call or prepayment penalties. Because most asset-backed securities provide for periodic payments throughout their lives, they are listed below in a separate category.

	Amortized Cost		Fair Value	
	<i>(In Thousands)</i>			
<b>As of June 30, 2017</b>				
Due in one year or less	\$ 124,108	\$ 124,108	\$ 124,153	\$ 124,153
Due after one through five years	134,052	134,052	135,215	135,215
Due after five through ten years	297,453	297,453	299,591	299,591
Due after ten years	10,508	10,508	10,488	10,488
Asset-backed securities	103,242	103,242	104,248	104,248
<b>Total investments</b>	<b>\$ 669,363</b>	<b>\$ 669,363</b>	<b>\$ 673,695</b>	<b>\$ 673,695</b>
<b>As of December 31, 2016</b>				
Due in one year or less	\$ 94,382	\$ 94,382	\$ 94,584	\$ 94,584
Due after one through five years	173,296	173,296	173,251	173,251
Due after five through ten years	242,005	242,005	240,060	240,060
Due after ten years	6,549	6,549	6,413	6,413
Asset-backed securities	114,456	114,456	114,661	114,661
<b>Total investments</b>	<b>\$ 630,688</b>	<b>\$ 630,688</b>	<b>\$ 628,969</b>	<b>\$ 628,969</b>

*Aging of Unrealized Losses*

As of June 30, 2017, the investment portfolio had gross unrealized losses of \$2.5 million, \$0.4 million of which has been in an unrealized loss position for a period of 12 months or greater. We did not consider these securities to be other-than-temporarily impaired as of June 30, 2017. We based our conclusion that these investments were not other-than-temporarily impaired as of June 30, 2017 on the following facts: (i) the unrealized losses were primarily caused by interest rate movements since the purchase date; (ii) we do not intend to sell these investments; and (iii) we do not believe that it is more likely than not that we will be required to sell these investments before recovery of our amortized cost basis, which may not occur until maturity. For those securities in an unrealized loss position, the length of time the securities were in such a position is as follows:

NMI HOLDINGS, INC.  
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	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
<b>As of June 30, 2017</b>									
<i>(Dollars in Thousands)</i>									
U.S. Treasury securities and obligations of U.S. government agencies	34	\$ 53,299	\$ (645)	3	\$ 4,738	\$ (12)	37	\$ 58,037	\$ (657)
Municipal debt securities	14	26,390	(353)	1	1,732	(18)	15	28,122	(371)
Corporate debt securities	49	105,388	(1,066)	5	7,916	(289)	54	113,304	(1,355)
Asset-backed securities	12	20,319	(108)	4	4,395	(33)	16	24,714	(141)
<b>Total</b>	<b>109</b>	<b>\$ 205,396</b>	<b>\$ (2,172)</b>	<b>13</b>	<b>\$ 18,781</b>	<b>\$ (352)</b>	<b>122</b>	<b>\$ 224,177</b>	<b>\$ (2,524)</b>

	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
<b>As of December 31, 2016</b>									
<i>(Dollars in Thousands)</i>									
U.S. Treasury securities and obligations of U.S. government agencies	33	\$ 51,093	\$ (962)	—	\$ —	\$ —	33	\$ 51,093	\$ (962)
Municipal debt securities	14	28,659	(617)	1	1,704	(46)	15	30,363	(663)
Corporate debt securities	77	135,115	(1,955)	8	13,873	(401)	85	148,988	(2,356)
Asset-backed securities	30	38,702	(510)	6	2,472	(50)	36	41,174	(560)
<b>Total</b>	<b>154</b>	<b>\$ 253,569</b>	<b>\$ (4,044)</b>	<b>15</b>	<b>\$ 18,049</b>	<b>\$ (497)</b>	<b>169</b>	<b>\$ 271,618</b>	<b>\$ (4,541)</b>

The following table presents the components of net investment income:

	For the three months ended June 30,		For the six months ended June 30,	
	2017	2016	2017	2016
<i>(In Thousands)</i>				
Investment income	\$ 4,099	\$ 3,536	\$ 8,092	\$ 6,945
Investment expenses	(191)	(194)	(377)	(372)
<b>Net investment income</b>	<b>\$ 3,908</b>	<b>\$ 3,342</b>	<b>\$ 7,715</b>	<b>\$ 6,573</b>

The following table presents the components of net realized investment gains (losses):

	For the three months ended June 30,		For the six months ended June 30,	
	2017	2016	2017	2016
<i>(In Thousands)</i>				
Gross realized investment gains	\$ 188	\$ 61	\$ 467	\$ 617
Gross realized investment losses	—	—	(337)	(1,441)
<b>Net realized investment gains (losses)</b>	<b>\$ 188</b>	<b>\$ 61</b>	<b>\$ 130</b>	<b>\$ (824)</b>

*Investment Securities - Other-than-Temporary Impairment (OTTI)*

For the quarter ended June 30, 2017, we held no other-than-temporarily impaired securities. The impaired security disclosed for the quarter ended March 31, 2017 was liquidated as of June 30, 2017.

There were no credit losses recognized in earnings for which a portion of an OTTI loss was recognized in accumulated other comprehensive income (loss).

### 3. Fair Value of Financial Instruments

The following describes the valuation techniques used by us to determine the fair value of our financial instruments:

We established a fair value hierarchy by prioritizing the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under this standard are described below:

Level 1 - Fair value measurements based on quoted prices in active markets that we have the ability to access for identical assets or liabilities. Market price data generally is obtained from exchange or dealer markets. We do not adjust the quoted price for such instruments.

Level 2 - Fair value measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs other than quoted prices that are observable for the asset or liability, such as interest rates and yield curves that are observable at commonly quoted intervals.

Level 3 - Fair value measurements based on valuation techniques that use significant inputs that are unobservable. Both observable and unobservable inputs may be used to determine the fair values of positions classified in Level 3. The circumstances for using these measurements include those in which there is little, if any, market activity for the asset or liability. Therefore, we must make certain assumptions, which require significant management judgment or estimation about the inputs a hypothetical market participant would use to value that asset or liability.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

#### *Assets classified as Level 1 and Level 2*

To determine the fair value of securities available-for-sale in Level 1 and Level 2 of the fair value hierarchy, independent pricing sources have been utilized. One price is provided per security based on observable market data. To ensure securities are appropriately classified in the fair value hierarchy, we review the pricing techniques and methodologies of the independent pricing sources and believe that their policies adequately consider market activity, either based on specific transactions for the issue valued or based on modeling of securities with similar credit quality, duration, yield and structure that were recently traded. A variety of inputs are utilized by the independent pricing sources including benchmark yields, reported trades, non-binding broker/dealer quotes, issuer spreads, two sided markets, benchmark securities, bids, offers and reference data including data published in market research publications. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation. Market indicators, industry and economic events are also considered. This information is evaluated using a multidimensional pricing model. Quality controls are performed by the independent pricing sources throughout this process, which include reviewing tolerance reports, trading information and data changes, and directional moves compared to market moves. This model combines all inputs to arrive at a value assigned to each security. We have not made any adjustments to the prices obtained from the independent pricing sources. There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the quarter ended June 30, 2017.

#### *Liabilities classified as Level 3*

We calculate the fair value of outstanding warrants utilizing level 3 inputs, including a Black-Scholes option-pricing model, in combination with a binomial model, and we value the pricing protection features within the warrants using a Monte-Carlo simulation model. Variables in the model include the risk-free rate of return, dividend yield, expected life and expected volatility of our stock price.



The following tables present the level within the fair value hierarchy at which the Company's financial instruments were measured:

	Fair Value Measurements Using			Fair Value
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
<b>As of June 30, 2017</b>	<i>(In Thousands)</i>			
U.S. Treasury securities and obligations of U.S. government agencies	\$ 60,215	\$ 4,838	\$ —	\$ 65,053
Municipal debt securities	—	79,622	—	79,622
Corporate debt securities	—	379,191	—	379,191
Asset-backed securities	—	104,248	—	104,248
Cash, cash equivalents and short-term investments	65,616	—	—	65,616
<b>Total assets</b>	<b>\$ 125,831</b>	<b>\$ 567,899</b>	<b>\$ —</b>	<b>\$ 693,730</b>
Warrant liability	—	—	3,544	3,544
<b>Total liabilities</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,544</b>	<b>\$ 3,544</b>

	Fair Value Measurements Using			Fair Value
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
<b>As of December 31, 2016</b>	<i>(In Thousands)</i>			
U.S. Treasury securities and obligations of U.S. government agencies	\$ 50,719	\$ 12,460	\$ —	\$ 63,179
Municipal debt securities	—	40,269	—	40,269
Corporate debt securities	—	349,078	—	349,078
Asset-backed securities	—	114,661	—	114,661
Cash, cash equivalents and short-term investments	109,528	—	—	109,528
<b>Total assets</b>	<b>\$ 160,247</b>	<b>\$ 516,468</b>	<b>\$ —</b>	<b>\$ 676,715</b>
Warrant liability	—	—	3,367	3,367
<b>Total liabilities</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,367</b>	<b>\$ 3,367</b>

There were no transfers between Level 1 and Level 2 of the fair value hierarchy during the six months ended June 30, 2017 and the year-end December 31, 2016.

The following is a roll-forward of Level 3 liabilities measured at fair value:

Warrant Liability	For the six months ended June 30,	
	2017	2016
	<i>(In Thousands)</i>	
Balance, January 1	\$ 3,367	\$ 1,467
Change in fair value of warrant liability included in earnings	177	(611)
<b>Balance, June 30</b>	<b>\$ 3,544</b>	<b>\$ 856</b>

We revalue the warrant liability quarterly using a Black-Scholes option-pricing model, in combination with a binomial model, and we value the pricing protection features within the warrants using a Monte-Carlo simulation model. As of June 30, 2017, the assumptions used in the option-pricing model were as follows: a common stock price as of June 30, 2017 of \$11.45, risk free

interest rate of 1.68%, expected life of 3.75 years, expected volatility of 30.6% and a dividend yield of 0%. The change in fair value is primarily attributable to an increase in the price of our common stock from December 31, 2016 to June 30, 2017.

#### 4. Term Loan

On November 10, 2015, we entered into a credit agreement (the Credit Agreement) to obtain a three-year senior secured term loan (the Term Loan) for \$150 million. On February 10, 2017, we entered into an amendment to the Credit Agreement, to extend the maturity date of the Term Loan by one year and reduce the interest rate. Based on our analysis, we concluded the amendment to the Credit Agreement should be treated as a modification. As of June 30, 2017, the Term Loan bears interest at the Eurodollar Rate, as defined in the Credit Agreement and subject to a 1.00% floor, plus an annual margin rate of 6.75% (an all-in rate of 7.87% as of June 30, 2017), payable monthly or quarterly based on our interest rate election. Quarterly principal payments of \$375 thousand are also required. The outstanding balance of the Term Loan as of June 30, 2017 was \$147.4 million.

Debt issuance costs totaling \$4.8 million, including \$370 thousand related to the modification and a 1% original issue discount, are being amortized to interest expense, using the effective interest method, over the contractual life of the Term Loan. Effective interest rate for the Term Loan includes interest, amortization of issuance cost and the discount. For the six months ended June 30, 2017, we recorded \$6.8 million of interest expense, including amortization of the issuance and modification costs and original issue discount.

We are subject to certain quarterly covenants under the Credit Agreement. These covenants include, but are not limited to the following: a maximum debt-to-total capitalization ratio (as defined therein) of 35%, maximum risk-to-capital (RTC) ratio of 22.0:1.0, minimum liquidity (as defined therein) of \$28.6 million as of June 30, 2017, compliance with the PMIERS financial requirements (subject to any GSE-approved waivers), and minimum shareholders' equity requirements. This description is not intended to be complete in all respects and is qualified in its entirety by the terms of the Credit Agreement, including its covenants and events of default. We were in compliance with all covenants as of June 30, 2017.

Future principal payments due under the Term Loan as of June 30, 2017 are as follows:

As of June 30, 2017	Principal <i>(In thousands)</i>
2017	\$ 750
2018	1,500
2019	145,125
Total	\$ 147,375

## 5. Reinsurance

We have entered into two third-party reinsurance transactions to actively manage our risk, ensure PMIERS compliance and support the growth of our business. The GSEs and the Wisconsin Office of the Commissioner of Insurance (Wisconsin OCI) approved both transactions (subject to certain conditions and their periodic review of the transactions, including levels of approved capital credit).

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

	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	<i>(In Thousands)</i>			
Net premiums written				
Direct	\$ 46,672	\$ 48,862	\$ 85,916	\$ 86,991
Ceded <sup>(1)</sup>	(6,886)	—	(11,527)	—
Net premiums written	<u>\$ 39,786</u>	<u>\$ 48,862</u>	<u>\$ 74,389</u>	<u>\$ 86,991</u>
Net premiums earned				
Direct	\$ 44,233	\$ 26,041	\$ 81,671	\$ 45,848
Ceded <sup>(1)</sup>	(6,316)	—	(10,529)	—
Net premiums earned	<u>\$ 37,917</u>	<u>\$ 26,041</u>	<u>\$ 71,142</u>	<u>\$ 45,848</u>

(1) Net of profit commission

### *Excess-of-loss reinsurance*

In May 2017, NMIC entered into a reinsurance agreement with Oaktown Re that provides for up to \$211.3 million of aggregate excess-of-loss reinsurance coverage at inception for new delinquencies on an existing portfolio of mortgage insurance policies written from 2013 through December 31, 2016. For the coverage period, NMIC will retain the first layer of \$126.8 million of aggregate losses and Oaktown Re will then provide second layer coverage up to the outstanding reinsurance coverage amount. NMIC will then retain losses in excess of the outstanding reinsurance coverage amount. The outstanding reinsurance coverage amount decreases over a ten-year period as the underlying covered mortgages amortize and was \$197.2 million as of June 30, 2017. The outstanding reinsurance coverage amount will stop amortizing if certain credit enhancement or delinquency thresholds are triggered.

Oaktown Re financed the coverage by issuing mortgage insurance-linked notes in an aggregate amount of \$211.3 million to unaffiliated investors (the Notes). The Notes mature on April 26, 2027. All of the proceeds paid to Oaktown Re from the sale of the Notes were deposited into a reinsurance trust to collateralize and fund the obligations of Oaktown Re to NMIC under the reinsurance agreement. At all times, funds in the reinsurance trust account are required to be invested in high credit quality money market funds. We refer collectively to NMIC's reinsurance agreement with Oaktown Re and the issuance of the Notes by Oaktown Re as the 2017 ILN Transaction. Under the terms of the 2017 ILN Transaction, NMIC makes risk premium payments for the applicable outstanding reinsurance coverage amount and pays Oaktown Re for anticipated operating expenses (capped at \$300 thousand per year). For the quarter ended June 30, 2017, NMIC paid risk premiums of \$1.4 million and did not cede any losses to Oaktown Re.

Under the reinsurance agreement, NMIC holds an optional termination right if certain events occur, including, among others, after the reinsurance coverage amount amortizes to 10% or less of the reinsurance coverage amount at inception or if NMIC reasonably determines that GSE or rating agency asset requirements would cause a material and adverse effect on the capital treatment adopted by NMIC. In addition, there are certain events that will result in mandatory termination of the agreement, including NMIC's failure to pay premiums or consent to reductions in the trust account to make principal payments to noteholders, among others.

At the time the 2017 ILN Transaction was entered into with Oaktown Re, the Company evaluated the applicability of the accounting guidance that addresses VIEs. As a result of the evaluation of the 2017 ILN Transaction, the Company concluded that Oaktown Re is a VIE. However, given that NMIC does not have significant economic exposure in Oaktown Re, the Company does not consolidate Oaktown Re in its consolidated financial statements.

*Quota share reinsurance*

In September 2016, NMIC entered into a quota-share reinsurance transaction with a panel of third-party reinsurers (2016 QSR Transaction). Each of the third-party reinsurers has an insurer financial strength rating of A- or better by Standard and Poor's Rating Services (S&P), A.M. Best or both.

Under the 2016 QSR Transaction, effective September 1, 2016, NMIC ceded premiums related to:

- 25% of existing risk written on eligible policies as of August 31, 2016;
- 100% of existing risk under our pool agreement with Fannie Mae; and
- 25% of risk on eligible policies written from September 1, 2016 through December 31, 2017.

The following table shows the amounts related to the 2016 QSR Transaction:

	For the three months ended	For the six months ended
	June 30, 2017	
	<i>(In Thousands)</i>	
Ceded risk-in-force	\$ 2,403,027	\$ 2,403,027
Ceded premiums written	(12,034)	(22,326)
Ceded premiums earned	(11,463)	(21,328)
Ceded claims and claims expenses	342	610
Ceding commission written	2,407	4,465
Ceding commission earned	2,275	4,340
Profit commission	6,536	12,187

Ceded premiums written are recorded on the balance sheet as prepaid reinsurance premiums and amortized to ceded premiums earned in a manner consistent with the recognition of income on direct premiums. NMIC receives a 20% ceding commission for premiums ceded pursuant to this transaction. NMIC also receives a profit commission, provided that the loss ratio on the loans covered under the agreement generally remains below 60%, as measured annually. Losses on the ceded risk reduce NMIC's profit commission on a dollar-for-dollar basis.

In accordance with the terms of the 2016 QSR Transaction, rather than making a cash payment or transferring investments for ceded premiums written, NMIC established a funds withheld liability, which also includes amounts due to NMIC for ceding and profit commissions. Any loss recoveries and any potential profit commission to NMIC will be realized from this account until exhausted. NMIC's reinsurance recoverable balance is further supported by trust accounts established and maintained by each reinsurer in accordance with the PMIERS funding requirements for risk ceded to non-affiliates. The reinsurance recoverable on loss reserves related to our 2016 QSR Transaction was \$899 thousand as of June 30, 2017.

The agreement is scheduled to terminate on December 31, 2027, except with respect to the ceded pool risk, which is scheduled to terminate on August 31, 2023. However, NMIC has the option, based on certain conditions and subject to a termination fee, to terminate the agreement as of December 31, 2020, or at the end of any calendar quarter thereafter, which would result in NMIC reassuming the related risk.

**6. Reserves for Insurance Claims and Claims Expenses**

We establish reserves to recognize the estimated liability for insurance claims and claim expenses related to defaults on insured mortgage loans. Our method, consistent with industry practice, is to establish reserves only for loans that have been reported to us as having been in default for at least 60 days. Our reserves also include amounts for estimated claims incurred on loans that have been in default for at least 60 days that have not yet been reported to us by the servicers, often referred to as IBNR. As of June 30, 2017, we had reserves for insurance claims and claims expenses of \$5.0 million for 249 primary loans in default. During the first six months of 2017, we paid 12 claims totaling \$571 thousand, including one claim covered under the 2016 QSR Transaction.

In 2013, we entered into a pool insurance transaction with Fannie Mae. We only establish reserves for pool risk if we expect claims to exceed the deductible under the pool agreement, which represents the amount of claims absorbed by Fannie Mae before we are obligated to pay any claims. At June 30, 2017, 44 loans in the pool were past due by 60 days or more. These 44 loans represent approximately \$2.6 million of risk-in-force (RIF). Due to the size of the remaining deductible of \$10.0 million, the low level of

notices of default (NODs) reported on loans in the pool through June 30, 2017 and the expected severity (all loans in the pool have loan-to-value ratios (LTVs) under 80%), we have not established any pool reserves for claims or IBNR for the three and six months ended June 30, 2017 and 2016. In connection with the settlement of pool claims, we applied \$364 thousand to the pool deductible through June 30, 2017. We have not paid any pool claims to date. 100% of our pool RIF is reinsured under the 2016 QSR Transaction.

The following table provides a reconciliation of the beginning and ending reserve balances for primary insurance claims and claims expenses:

	For the six months ended June 30,	
	2017	2016
	<i>(In Thousands)</i>	
Beginning balance	\$ 3,001	\$ 679
Less reinsurance recoverables <sup>(1)</sup>	(297)	—
Beginning balance, net of reinsurance recoverables	2,704	679
Add claims incurred:		
Claims and claim expenses incurred:		
Current year <sup>(2)</sup>	2,331	1,113
Prior years	(323)	(185)
Total claims and claims expenses incurred	2,008	928
Less claims paid:		
Claims and claim expenses paid:		
Current year <sup>(2)</sup>	—	—
Prior years <sup>(3)</sup>	563	132
Total claims and claim expenses paid	563	132
Reserve at end of period, net of reinsurance recoverables	4,149	1,475
Add reinsurance recoverables <sup>(1)</sup>	899	—
Balance, June 30	\$ 5,048	\$ 1,475

<sup>(1)</sup> Related to ceded losses recoverable on the 2016 QSR Transaction, included in "Other Assets" on the Condensed Consolidated Balance Sheets. See Note 5, "Reinsurance" for additional information.

<sup>(2)</sup> Related to insured loans with their most recent defaults occurring in the current year. For example, if a loan had defaulted in a prior year and subsequently cured and later re-defaulted in the current year, that default would be included in the current year.

<sup>(3)</sup> Related to insured loans with defaults occurring in prior years, which have been continuously in default since that time.

The "claims incurred" section of the table above shows claims and claim expenses incurred on NODs received in the current year and in prior years and such amounts include IBNR reserves. The amount of claims incurred relating to NODs received in the current year represents the estimated amount to be ultimately paid if such loans in default result in claims. We recognized \$323 thousand and \$185 thousand of favorable prior year development during the six months ended June 30, 2017 and 2016, respectively, due to NOD cures and ongoing analysis of recent loss development trends. We may increase or decrease our original estimates as we learn additional information about individual defaults and claims. Reserves of \$2.1 million related to prior year defaults remained as of June 30, 2017.

## 7. Earnings (Loss) per Share

Basic earnings (loss) per share is based on the weighted average number of shares of common stock outstanding, while diluted earnings (loss) per share is based on the weighted average number of shares of common stock outstanding and common stock equivalents that would be issuable upon the exercise of stock options, other share-based compensation arrangements, and the dilutive effect of outstanding warrants. The following table reconciles the net income and the weighted average shares of common stock outstanding used in the computations of basic and diluted earnings (loss) per share of common stock:

NMI HOLDINGS, INC.  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

	For the three months ended June 30,		For the six months ended June 30,	
	2017	2016	2017	2016
	<i>(In Thousands, except for per share data)</i>			
Net income (loss)	\$ 6,012	\$ 2,011	\$ 11,504	\$ (1,896)
Basic earnings (loss) per share	<u>\$ 0.10</u>	<u>\$ 0.03</u>	<u>\$ 0.19</u>	<u>\$ (0.03)</u>
Basic weighted average shares outstanding	59,823,396	59,105,613	59,576,747	59,005,983
Dilutive effect of non-vested shares	3,186,966	725,286	3,111,816	—
Dilutive weighted average shares outstanding	63,010,362	59,830,899	62,688,563	59,005,983
Diluted earnings (loss) per share	<u>\$ 0.10</u>	<u>\$ 0.03</u>	<u>\$ 0.18</u>	<u>\$ (0.03)</u>

For the three and six months ended June 30, 2017, 834,878 and 834,476, respectively, and for the three months ended June 30, 2016, 4,049,859 of our common stock equivalents we issued under share-based compensation arrangements were not included in the calculation of diluted earnings per share because they were anti-dilutive.

As a result of our net loss for the six months ended June 30, 2016, 6,614,605 of our common stock equivalents we issued under share-based compensation arrangements and warrants were not included in the calculation of diluted loss per share because they were anti-dilutive.

### 8. Warrants

We issued 992,000 warrants in connection with our Private Placement. Each warrant gives the holder thereof the right to purchase one share of common stock at an exercise price equal to \$10.00. The warrants were issued with an aggregate fair value of \$5.1 million. Upon exercise of these warrants, the amounts will be treated as additional paid-in capital. No warrants were exercised during the six months ended June 30, 2017 and 2016. We account for these warrants to purchase our common shares in accordance with ASC 470-20, *Debt with Conversion and Other Options* and ASC 815-40, *Derivatives and Hedging - Contracts in Entity's Own Equity*.

### 9. Income Taxes

We are a U.S. taxpayer and are subject to a statutory U.S. federal corporate income tax rate of 35%. NMIH files a consolidated U.S. federal and various state income tax returns on behalf of itself and its subsidiaries. Our provision for income taxes for the interim reporting periods are based on an estimated annual effective tax rate for the year ending December 31, 2017. Our effective tax rate on our pre-tax income was 36.7% and 29.1% for the three and six months ended June 30, 2017, respectively, compared to 0.0% for the comparable 2016 periods. The increase in the effective tax expense for the three and six months ended June 30, 2017, against the comparable 2016 periods is attributable to the elimination of tax benefits during the comparable 2016 periods due to the recognition of a full valuation allowance which had been recorded to reflect the amount of the deferred taxes that may not be realized. See Note 1, *"Organization and Basis of Presentation - Immaterial Correction of Prior Period Amounts"* for further details.

**10. Statutory Information**

Our insurance subsidiaries, NMIC and Re One, file financial statements in conformity with statutory accounting principles (SAP) prescribed or permitted by the Wisconsin OCI, NMIC's principal regulator. Prescribed SAP includes state laws, regulations and general administrative rules, as well as a variety of publications of the National Association of Insurance Commissioners. The Wisconsin OCI recognizes only statutory accounting practices prescribed or permitted by the state of Wisconsin for determining and reporting the financial condition and results of operations of an insurance company and for determining its solvency under Wisconsin insurance laws.

NMIC and Re One's combined statutory net loss, statutory surplus, contingency reserve and RTC ratios were as follows:

As of and for the six months and year ended	June 30, 2017	December 31, 2016
	<i>(In Thousands)</i>	
Statutory net income (loss)	\$ (21,706)	\$ (26,653)
Statutory surplus	390,938	413,809
Contingency reserve	131,314	90,479
Risk-to-Capital	9.8:1	11.6:1

NMIH is not subject to any limitations on its ability to pay dividends except those generally applicable to corporations that are incorporated in Delaware, such as NMIH. Delaware corporation law provides that dividends are only payable out of a corporation's surplus or recent net profits (subject to certain limitations). NMIC and Re One are subject to restrictions on their ability to pay dividends without prior approval of the Wisconsin OCI. Certain other states in which NMIC is licensed also have statutes or regulations that restrict its ability to pay dividends. Since inception, NMIC has not paid any dividends to NMIH.

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

*The following analysis should be read in conjunction with our unaudited 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 10-K, for a more complete understanding of our financial position and results of operations. In addition, investors should review the "Cautionary Note Regarding Forward-Looking Statements" above and the "Risk Factors" detailed in Part I, Item 1A of our 2016 10-K, as subsequently updated in reports we file with the SEC, for a discussion of those risks and uncertainties that have the potential to affect our business, financial condition, results of operations, cash flows or prospects in a material and adverse manner. Our results of operations for interim periods are not necessarily indicative of results to be expected for a full fiscal year or for any other period.*

### Overview

We provide MI through our insurance subsidiaries. Our primary insurance subsidiary, NMIC, is approved as an MI provider by the GSEs and is licensed to write MI coverage in all 50 states and D.C. Both of our insurance subsidiaries, NMIC and Re One, are domiciled in Wisconsin and directly regulated by our primary regulator, the Wisconsin OCI. Re One solely provides statutorily required reinsurance to NMIC on insured loans with coverage levels in excess of 25%. Our subsidiary, NMIS, provides outsourced loan review services on a limited basis to mortgage loan originators. Our stock trades on the NASDAQ under the symbol "NMIH."

MI protects lenders and investors from default-related losses on a portion of the unpaid principal balance of a covered mortgage. MI plays a critical role in the U.S. housing market by mitigating mortgage credit risk and facilitating the secondary market sale of high LTV residential loans to the GSEs, who are otherwise restricted by their charters from purchasing or guaranteeing low down payment mortgages that are not covered by certain credit protections. Such credit protection and secondary market sales allow lenders to increase their capacity for mortgage commitments and expand financing access to prospective, primarily first-time, homeowners.

We were formed in 2012 and wrote our first MI policy in 2013. Since formation, we have sought to establish customer relationships with a broad group of mortgage lenders and build a diversified, high-quality insured portfolio. As of June 30, 2017, we had master policy relationships with over 1,200 customers, including national and regional mortgage banks, money center banks, credit unions, community banks, builder-owned mortgage lenders and internet-sourced lenders. As of June 30, 2017, we had \$42.1 billion of total insurance-in-force (IIF), including primary IIF of \$38.6 billion, and \$9.5 billion of gross RIF, including primary RIF of \$9.4 billion.

Our strategy is to continue to build on our position in the private MI market, expand our customer base and grow our insured portfolio of high-quality residential loans by focusing on long-term customer relationships, disciplined and proactive risk selection, fair and transparent claims payment practices, responsive customer service, financial strength and profitability.

We discuss below our results of operations for the periods presented and the conditions and trends that have impacted or are expected to impact our business. Our headquarters are located in Emeryville, California and our website is [www.nationalmi.com](http://www.nationalmi.com). Our website and the information contained on or accessible through our website are not incorporated by reference into this report.

### ***New Insurance Written, Insurance In Force and Risk In Force***

New insurance written (NIW) is the aggregate unpaid principal balance of mortgages underpinning new policies written during a given period. NIW is affected by the overall size of the mortgage origination market, the volume of low down payment mortgage originations, the percentage of such low down payment originations covered by private versus public mortgage insurance or other alternative credit enhancement structures, and our share of the private mortgage insurance market. NIW, together with persistency, drives our IIF. IIF is the aggregate unpaid principal balance of the mortgages we insure, as reported to us by servicers at a given date, and represents the sum total of NIW from all prior periods less principal payments on insured mortgages and policy cancellations (including for prepayment, nonpayment of premiums and claims payment). RIF is related to IIF, and represents the aggregate amount of coverage we provide on all outstanding policies at a given date. RIF is calculated as the sum total of the coverage percentage of each individual policy in our portfolio applied to the unpaid principal balance of such insured mortgage. RIF is affected by IIF and the LTV profile of our insured mortgages, with lower LTV loans having a lower coverage percentage and higher LTV loans having a higher coverage percentage. Gross RIF represents RIF without any consideration of the impact of reinsurance. Net RIF represents RIF net of ceded risk and is therefore affected by our reinsurance agreements.



### *Net Premiums Written and Net Premiums Earned*

Our objective is to achieve a mid-teens return on PMIERS required assets and set our premiums on individual policies based on the risk characteristics of the underlying mortgage loans and borrowers, and in accordance with our filed rates and applicable rating rules. See " - *GSE Oversight*," below for a discussion of the PMIERS financial requirements.

Premiums are generally fixed over the estimated life of the underlying loans. Net premiums written are equal to gross premiums written minus ceded premiums under our reinsurance arrangements. As a result, net premiums written are generally influenced by:

- NIW;
- premium rates and premium payment type, which are either single, monthly or annual premiums, as described below;
- cancellation rates of our insurance policies, which are impacted by payments or prepayments on mortgages, refinancings (which are affected by mortgage interest rates), levels of claims payments and home prices;
- cession of premiums under reinsurance arrangements.

Premiums are paid either by the borrower (BPMI) or the lender (LPMI) in a single payment at origination (single premium), on a monthly installment basis (monthly premium) or on an annual installment basis (annual premium). Our net premiums written will differ from our net premiums earned due to policy payment type. For single premiums, we receive a single premium payment at origination, which is initially recorded as unearned premium and earned over the estimated life of the policy. Substantially all of our single premium policies in force as of June 30, 2017 were non-refundable under most cancellation scenarios. If non-refundable single premium policies are canceled, we immediately recognize the remaining unearned premium balances as earned premium revenue. Monthly premiums are recognized in the month the coverage is effective. Annual premiums are earned on a straight-line basis over the year of coverage. Substantially all of our policies provide for either single or monthly premiums.

The percentage of IIF that remains on our books after any 12-month period is defined as our persistency rate. Because our insurance premiums are earned over the life of a policy, higher persistency rates can have a significant impact on our net premiums earned and profitability. Generally, faster speeds of mortgage prepayment lead to lower persistency. Prepayment speeds and the relative mix of business between single and monthly premium policies also impact our profitability. Our premium rates include certain assumptions regarding repayment or prepayment speeds of the mortgages underlying our policies. Because premiums are paid at origination on single premium policies and substantially all of our single premium policies are non-refundable, assuming all other factors remain constant, if loans are prepaid earlier than expected, our profitability on these loans is likely to increase and, if loans are repaid slower than expected, our profitability on these loans is likely to decrease. By contrast, if monthly premium loans are repaid earlier than anticipated, we do not earn any more premium with respect to those loans and, unless we replace the repaid monthly premium loan with a new loan, our profitability is likely to decline.

#### *Effect of reinsurance on our results*

We utilize third-party reinsurance to actively manage our risk, ensure PMIERS compliance and support the growth of our business. We currently have both quota share and excess-of-loss reinsurance agreements in place, which impact our results of operations and regulatory capital and PMIERS asset positions. Under a quota share reinsurance agreement, the reinsurer receives a premium in exchange for agreeing to cover a negotiated portion of incurred losses. Such a quota share arrangement reduces net premiums written and earned and also reduces net RIF, providing capital relief to the ceding insurance company and reducing incurred claims in accordance with the terms of the reinsurance agreement. In addition, reinsurers typically pay ceding commissions as part of quota share transactions, which offset the ceding company's underwriting expenses. Certain quota share agreements include profit commissions that are earned based on loss performance and serve to reduce ceded premiums. Under an excess-of-loss agreement, the insurer is typically responsible for losses up to an agreed-upon threshold and the reinsurer then provides coverage in excess of such threshold up to a maximum agreed-upon limit. In general, there are no ceding commissions under excess-of-loss reinsurance agreements. We expect to continue to evaluate reinsurance opportunities in the normal course of business.

In September 2016, NMIC entered into the 2016 QSR Transaction. Under the terms of the 2016 QSR Transaction, NMIC (1) ceded 100% of the risk relating to our pool agreement with Fannie Mae, and (2) ceded or will cede 25% of the risk relating to eligible primary insurance policies written between September 1, 2016 and December 31, 2017, in exchange for reimbursement of ceded claims and claims expenses on covered policies, a 20% ceding commission, and a profit commission of up to 60% that varies directly and inversely with ceded losses.

In May 2017, NMIC secured \$211.3 million of aggregate excess-of-loss reinsurance coverage at inception for an existing portfolio of mortgage insurance policies written from 2013 through December 31, 2016, through a mortgage insurance-linked notes

offering by Oaktown Re. The reinsurance coverage amount under the terms of the 2017 ILN Transaction decreases over a ten-year period as the underlying covered mortgages amortize and was \$197.2 million as of June 30, 2017. For the coverage period, NMIC will retain the first layer of \$126.8 million of aggregate losses and Oaktown Re will then provide a second layer of coverage up to the outstanding reinsurance coverage amount. NMIC retains losses in excess of the outstanding reinsurance coverage amount.

See, Item 1, "Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 5, Reinsurance" for further discussion of these third-party reinsurance arrangements.

### Portfolio Data

The following table presents primary and pool IIF and NIW as of the dates and for the periods indicated. Unless otherwise noted, the tables below do not include the effects of our third-party reinsurance arrangements described above.

Primary and pool IIF and NIW	As of and for the three months ended				For the six months ended	
	June 30, 2017		June 30, 2016		June 30, 2017	June 30, 2016
	IIF	NIW	IIF	NIW	NIW	
	<i>(In Millions)</i>				<i>(In Millions)</i>	
Monthly	\$ 24,865	\$ 4,099	\$ 12,529	\$ 3,700	\$ 6,991	\$ 6,192
Single	13,764	938	11,095	2,138	1,605	3,900
Primary	38,629	5,037	23,624	5,838	8,596	10,092
Pool	3,447	—	3,999	—	—	—
Total	\$ 42,076	\$ 5,037	\$ 27,623	\$ 5,838	\$ 8,596	\$ 10,092

For the three and six months ended June 30, 2017, primary NIW decreased 14% and 15% respectively, compared to the same periods a year ago. The decreases were due to reductions in our single policy production, driven primarily by actions we initiated to reduce the concentration of single policies in our product mix. These decreases were partially offset by growth in our monthly policy volume. For the three and six months ended June 30, 2017, monthly premium NIW increased 11% and 13% respectively, compared to the same periods a year ago, driven primarily by the growth of our customer base.

For the six months ended June 30, 2017, 81% of our NIW related to monthly premium policies. As of June 30, 2017, monthly premium policies accounted for 64% of our primary IIF, as compared to 60% at December 31, 2016. We expect the break-down of monthly premium policies and single premium policies in our primary IIF (which we refer to as "mix") to continue to trend toward our current NIW mix over time.

The following table presents net premiums written and earned for the periods indicated.

Primary and pool premiums written and earned	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	<i>(In Thousands)</i>			
Net premiums written <sup>(1)</sup>	\$ 39,786	\$ 48,862	\$ 74,389	\$ 86,991
Net premiums earned <sup>(1)</sup>	37,917	26,041	71,142	45,848

<sup>(1)</sup> Net premiums written and earned are reported net of reinsurance.

For the three and six months ended June 30, 2017, net premiums written decreased 19% and 14%, respectively and net premiums earned increased 46% and 55%, respectively, compared to the same periods in 2016. The decrease in net premiums written is due primarily to the reduction in single policy production and the effects of the 2016 QSR Transaction and 2017 ILN Transaction, partially offset by growth in our monthly policy production and IIF. The increase in net premiums earned is primarily due to growth in our monthly policy production and IIF, partially offset by the effects of the 2016 QSR Transaction and 2017 ILN Transaction.

## Portfolio Statistics

Unless otherwise noted, the portfolio statistics tables presented below do not include the effects of our third-party reinsurance arrangements described above. The table below highlights trends in our primary portfolio as of the date and for the periods indicated.

Primary portfolio trends	As of and for the three months ended				
	June 30, 2017	March 31, 2017	December 31, 2016	September 30, 2016	June 30, 2016
	(\$ Values In Millions)				
New insurance written	\$ 5,037	\$ 3,559	\$ 5,240	\$ 5,857	\$ 5,838
New risk written	1,242	868	1,244	1,415	1,411
Insurance in force <sup>(1)</sup>	38,629	34,779	32,168	28,228	23,624
Risk in force <sup>(1)</sup>	9,417	8,444	7,790	6,847	5,721
Policies in force (count) <sup>(1)</sup>	161,195	145,632	134,662	119,002	100,547
Weighted-average coverage <sup>(2)</sup>	24.4%	24.3%	24.2%	24.3%	24.2%
Loans in default (count)	249	207	179	115	79
Percentage of loans in default	0.2%	0.1%	0.1%	0.1%	0.1%
Risk in force on defaulted loans	\$ 14	\$ 12	\$ 10	\$ 6	\$ 4
Average premium yield <sup>(3)</sup>	0.41%	0.40%	0.44%	0.48%	0.47%
Earnings from cancellations	\$ 3.8	\$ 2.5	\$ 5.1	\$ 5.8	\$ 3.5
Annual persistency	83.1%	81.3%	80.7%	81.8%	83.3%
Quarterly run-off <sup>(4)</sup>	3.4%	2.9%	4.6%	5.3%	4.2%

<sup>(1)</sup> Reported as of the end of the period.

<sup>(2)</sup> Calculated as end of period RIF divided by IIF.

<sup>(3)</sup> Calculated as net primary and pool premiums earned, net of reinsurance, divided by average gross IIF for the period, annualized.

<sup>(4)</sup> Defined as the percentage of IIF that is no longer on our books after any three-month period.

The table below reflects a summary of the change in total primary IIF during the periods indicated.

Primary IIF	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	(In Millions)			
IIF, beginning of period	\$ 34,779	\$ 18,564	\$ 32,168	\$ 14,824
NIW	5,037	5,838	8,596	10,092
Cancellations and other reductions	(1,187)	(778)	(2,135)	(1,292)
IIF, end of period	\$ 38,629	\$ 23,624	\$ 38,629	\$ 23,624

We consider a "book" to be a collective pool of policies insured during a particular period, normally a calendar year. In general, the majority of underwriting profit, calculated as earned premium revenue minus claims and underwriting and operating expenses, generated by a particular book year emerges in the years immediately following origination. This pattern generally occurs because relatively few of the claims that a book will ultimately experience typically occur in the first few years following origination, when premium revenue is highest, while subsequent years are affected by declining premium revenues, as the number of insured loans decreases (primarily due to loan prepayments), and by increasing losses.

The table below reflects a summary of our primary IIF and RIF by book year as of the dates indicated.

Primary IIF and RIF	As of June 30, 2017		As of June 30, 2016	
	IIF	RIF	IIF	RIF
	<i>(In Millions)</i>			
June 30, 2017	\$ 8,460	\$ 2,078	\$ —	\$ —
2016	19,288	4,650	9,951	2,393
2015	9,243	2,284	11,348	2,762
2014	1,596	395	2,266	552
2013	42	10	59	14
Total	\$ 38,629	\$ 9,417	\$ 23,624	\$ 5,721

We utilize certain risk principles that form the basis of how we underwrite and originate primary NIW. We manage our portfolio credit risk by using several loan eligibility matrices which prescribe the maximum LTV, minimum borrower credit score, maximum borrower debt-to-income ratio, maximum loan size, property type, loan type, loan term and occupancy status of loans that we will insure. Our loan eligibility matrices, as well as all of our detailed underwriting guidelines, are contained in our Underwriting Guideline Manual that is publicly available on our website. Our eligibility criteria and underwriting guidelines are designed to mitigate the layered risk inherent in a single insurance policy. "Layered risk" refers to the accumulation of borrower, loan and property risk. For example, we have higher credit score and lower maximum allowed LTV requirements for investor-owned properties, compared to owner-occupied properties. We monitor the concentrations of various risk attributes in our insurance portfolio.

The tables below reflect our primary NIW by FICO, LTV and purchase/refinance mix for the periods indicated. We calculate the LTV of a loan as the percentage of the original loan amount to the original value of the property securing the loan.

Primary NIW by FICO	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	<i>(\$ In Millions)</i>			
>= 760	\$ 2,376	\$ 3,160	\$ 4,059	\$ 5,442
740-759	793	961	1,343	1,672
720-739	626	672	1,082	1,144
700-719	568	541	965	952
680-699	368	308	632	554
<=679	306	196	515	328
Total	\$ 5,037	\$ 5,838	\$ 8,596	\$ 10,092
Weighted average FICO	749	756	749	756

Primary NIW by LTV	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	(\$ In Millions)			
95.01% and above	\$ 474	\$ 362	\$ 748	\$ 571
90.01% to 95.00%	2,297	2,633	3,909	4,448
85.01% to 90.00%	1,506	1,732	2,607	3,153
85.00% and below	760	1,111	1,332	1,920
<b>Total</b>	<b>\$ 5,037</b>	<b>\$ 5,838</b>	<b>\$ 8,596</b>	<b>\$ 10,092</b>
Weighted average LTV	92.18%	91.73%	92.11%	91.65%

Primary NIW by purchase/refinance mix	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	(\$ In Millions)			
Purchase	\$ 4,518	\$ 4,199	\$ 7,502	\$ 7,118
Refinance	519	1,639	1,094	2,974
<b>Total</b>	<b>\$ 5,037</b>	<b>\$ 5,838</b>	<b>\$ 8,596</b>	<b>\$ 10,092</b>

The tables below reflect our total primary IIF and RIF by FICO and LTV and total primary RIF by loan type as of the dates indicated.

Primary IIF by FICO	As of			
	June 30, 2017		June 30, 2016	
	(\$ Values In Millions)			
>= 760	\$ 19,224	50%	\$ 11,929	50%
740-759	6,269	16	3,876	16
720-739	4,927	13	3,082	13
700-719	3,973	10	2,341	10
680-699	2,615	7	1,561	7
<=679	1,621	4	835	4
<b>Total</b>	<b>\$ 38,629</b>	<b>100%</b>	<b>\$ 23,624</b>	<b>100%</b>

Primary RIF by FICO	As of			
	June 30, 2017		June 30, 2016	
	(\$ Values In Millions)			
>= 760	\$ 4,720	50%	\$ 2,895	51%
740-759	1,535	16	951	17
720-739	1,198	13	750	13
700-719	960	10	566	10
680-699	627	7	369	6
<=679	377	4	190	3
<b>Total</b>	<b>\$ 9,417</b>	<b>100%</b>	<b>\$ 5,721</b>	<b>100%</b>

Primary IIF by LTV	As of			
	June 30, 2017		June 30, 2016	
	(\$ Values In Millions)			
95.01% and above	\$ 2,367	6%	\$ 1,049	4%
90.01% to 95.00%	17,441	46	10,574	45
85.01% to 90.00%	12,157	31	7,754	33
85.00% and below	6,664	17	4,247	18
<b>Total</b>	<b>\$ 38,629</b>	<b>100%</b>	<b>\$ 23,624</b>	<b>100%</b>

Primary RIF by LTV	As of			
	June 30, 2017		June 30, 2016	
	(\$ Values In Millions)			
95.01% and above	\$ 648	7%	\$ 293	5%
90.01% to 95.00%	5,120	54	3,116	55
85.01% to 90.00%	2,893	31	1,838	32
85.00% and below	756	8	474	8
<b>Total</b>	<b>\$ 9,417</b>	<b>100%</b>	<b>\$ 5,721</b>	<b>100%</b>

Primary RIF by Loan Type	As of	
	June 30, 2017	June 30, 2016
	Fixed	98%
Adjustable rate mortgages:		
Less than five years	—	—
Five years and longer	2	2
<b>Total</b>	<b>100%</b>	<b>100%</b>

The table below shows selected primary portfolio statistics, by book year, as of June 30, 2017.

Book year	As of June 30, 2017									
	Original Insurance Written	Remaining Insurance in Force	% Remaining of Original Insurance	Policies Ever in Force	Number of Policies in Force	Number of Loans in Default	# of Claims Paid	Inurred Loss Ratio (Inception to Date) <sup>(1)</sup>	Cumulative default rate <sup>(2)</sup>	
	(\$ Values in Millions)									
2013	\$ 162	\$ 42	26%	655	212	1	1	0.2%	0.3%	
2014	3,451	1,596	46%	14,786	7,963	53	7	3.5%	0.4%	
2015	12,422	9,243	74%	52,548	41,747	128	13	2.7%	0.3%	
2016	21,187	19,288	91%	83,626	78,111	67	2	1.3%	0.1%	
2017	8,596	8,460	98%	33,593	33,162	—	—	—%	—%	
<b>Total</b>	<b>\$ 45,818</b>	<b>\$ 38,629</b>		<b>185,208</b>	<b>161,195</b>	<b>249</b>	<b>23</b>			

(1) The ratio of total claims incurred (paid and reserved) divided by cumulative premiums earned, net of reinsurance.

(2) The sum of the number of claims paid ever to date and number of loans in default as of the end of the period divided by policies ever in force.

### Geographic Dispersion

The following table shows the distribution by state of our primary RIF as of the periods indicated. As of June 30, 2017, our RIF continues to be relatively more concentrated in California, primarily as a result of the location and timing of the acquisition of new customers. The distribution of risk as of June 30, 2017 is not necessarily representative of the geographic distribution we expect in the future.

Top 10 primary RIF by state	As of	
	June 30, 2017	June 30, 2016
California	13.8%	13.0%
Texas	7.5	6.8
Virginia	6.0	6.4
Florida	4.4	5.0
Arizona	4.2	3.8
Colorado	3.9	4.1
Maryland	3.7	3.4
Utah	3.7	3.4
Pennsylvania	3.6	3.5
Michigan	3.6	4.1
Total	54.4%	53.5%

### Insurance Claims and Claims Expenses

Insurance claims and claims expenses incurred represent estimated future payments on newly defaulted insured loans and any change in our claim estimates for previously existing defaults. Claims incurred is affected by a variety of factors, including the state of the economy, changes in housing values, loan and borrower level risk characteristics, the size of loans insured and the percentage of coverage on insured loans.

Reserves for claims and allocated claims expenses are established for mortgage loan defaults, which we refer to as case reserves, when we are notified that a borrower has missed two or more mortgage payments (*i.e.*, an NOD). We also make estimates of IBNR defaults, which are defaults that have been incurred but have not been reported by loan servicers, based upon historical reporting trends, and establish IBNR reserves for those estimates. We also establish reserves for unallocated claims expenses not associated with a specific claim. The claims expenses consist of the estimated cost of the claim administration process, including legal and other fees as well as other general expenses of administering the claims settlement process.

Reserves are established by estimating the number of loans in default that will result in a claim payment, which is referred to as claim frequency, and the amount of the claim payment expected to be paid on each such loan in default, which is referred to as claim severity. Claim frequency and severity estimates are established based on historical observed experience regarding certain loan factors, such as age of the default, cure rates and size of the loan. Reserves are released the month in which a loan in default is brought current by the borrower, which is referred to as a cure. Adjustments to reserve estimates are reflected in the period in which the adjustment is made. Reserves are also ceded to reinsurers under our 2016 QSR Transaction. We will not cede reserves to the reinsurer under the 2017 ILN Transaction unless losses exceed our retained coverage layer. Reserves are not established for future claims on insured loans which are not currently in default.

We expect our insurance claims and claims expenses to be relatively low in the near-term. Based on our experience and industry data, we believe that claims incidence for mortgage insurance is generally highest in the third through sixth years after loan origination. As of June 30, 2017, over 95% of our primary IIF was related to business written since January 1, 2015. Additionally, our pool insurance agreement with Fannie Mae contains a claim deductible through which Fannie Mae absorbs specified losses before we are obligated to pay any claims. We have not established any pool reserves for claims or IBNR to date. Although the claims experience on new primary insurance written by us to date has been favorable, we expect incurred claims to increase as a greater amount of our existing insured portfolio reaches its anticipated period of highest claim frequency. We estimate that the loss ratio over the life of our existing insured portfolio will be between 20% and 25% of earned premiums, and we price to that expectation.

The actual claims we incur as our portfolio matures is difficult to predict and is dependent on the specific characteristics of our current in-force book (including the credit score of the borrower, the LTV ratio of the mortgage, geographic concentrations, among others), as well as the profile of new business we write in the future. In addition, claims experience will be affected by future macroeconomic factors such as housing prices, interest rates and employment. To date, our claims experience is developing at a

slower pace than historical trends indicate, as a result of high quality underwriting and a favorable housing market. For additional discussion of our reserves, see, Item 1, "Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 6, Reserves for Insurance Claims and Claims Expenses."

The following table provides a reconciliation of the beginning and ending reserve balances for primary insurance claims and claims expenses.

	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	<i>(In Thousands)</i>			
Beginning balance	\$ 3,761	\$ 1,137	\$ 3,001	\$ 679
Less reinsurance recoverables <sup>(1)</sup>	(564)	—	(297)	—
Beginning balance, net of reinsurance recoverables	3,197	1,137	2,704	679
Add claims incurred:				
Claims and claim expenses incurred:				
Current year <sup>(2)</sup>	1,376	560	2,331	1,113
Prior years	(3)	(90)	(323)	(185)
Total claims and claims expenses incurred	1,373	470	2,008	928
Less claims paid:				
Claims and claim expenses paid:				
Current year <sup>(2)</sup>	—	—	—	—
Prior years <sup>(3)</sup>	421	132	563	132
Total claims and claim expenses paid	421	132	563	132
Reserve at end of period, net of reinsurance recoverables	4,149	1,475	4,149	1,475
Add reinsurance recoverables <sup>(1)</sup>	899	—	899	—
Balance, June 30	\$ 5,048	\$ 1,475	\$ 5,048	\$ 1,475

<sup>(1)</sup> Related to ceded losses recoverable on the 2016 QSR Transaction, included in "Other Assets" on the Condensed Consolidated Balance Sheets. See Item 1, "Financial Statements - Notes to Consolidated Financial Statements - Note 5, Reinsurance" for additional information.

<sup>(2)</sup> Related to insured loans with their most recent defaults occurring in the current year. For example, if a loan had defaulted in a prior year and subsequently cured and later re-defaulted in the current year, that default would be included in the current year.

<sup>(3)</sup> Related to insured loans with defaults occurring in prior years, which have been continuously in default since that time.

The "claims incurred" section of the table above shows claims and claim expenses incurred on NODs received in the current year and in prior years and such amounts include IBNR reserves. The amount of claims incurred relating to NODs received in the current year represents the estimated amount to be ultimately paid if such loans in default result in claims. The decreases during the periods presented in reserves held for prior year defaults represent favorable development and are generally the result of ongoing analysis of recent loss development trends. We may increase or decrease our original estimates as we learn additional information about individual defaults and claims.



The following table provides a reconciliation of the beginning and ending count of loans in default for the periods indicated.

	Three months ended		Six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
Beginning default inventory	207	55	179	36
Plus: new defaults	147	50	271	89
Less: cures	(97)	(23)	(189)	(43)
Less: claims paid	(8)	(3)	(12)	(3)
Ending default inventory	249	79	249	79

The increase in the ending default inventory at June 30, 2017 compared to June 30, 2016 was primarily due to an increase in the number of policies in force and expected loss development of our earliest book years.

The following table provides details of our claims paid for the three months ended June 30, 2017 and June 30, 2016.

	For the three months ended		For the six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
	(\$ Values In Thousands)			
Number of claims paid	8	3	12	3
Total amount paid for claims	\$ 429	\$ 132	\$ 571	\$ 132
Average amount paid per claim	\$ 54	\$ 44	\$ 48	\$ 44
Severity <sup>(1)</sup>	86%	71%	87%	71%

<sup>(1)</sup>Severity represents the total amount of claims paid divided by the related RIF on the loan at the time the claim is perfected.

The increase in the number of claims paid for the three and six months ended June 30, 2017 compared to the same periods ended June 30, 2016 is due to an increase in our default inventory. We expect the severity of claims we receive to be between 85% and 95% of the coverage amount.

Average reserve per default:	As of June 30, 2017		As of June 30, 2016	
	(In Thousands)			
Case <sup>(1)</sup>	\$	19	\$	17
IBNR		1		1
Total	\$	20	\$	18

<sup>(1)</sup>Defined as the gross reserve per insured loan in default.

### ***GSE Oversight***

As an *Approved Insurer*, NMIC is subject to ongoing compliance with the PMIERS. (*Italicized terms have the same meaning that such terms have in the PMIERS, as described below.*) The PMIERS establish operational, business, remedial and financial requirements applicable to *Approved Insurers*. The PMIERS financial requirements prescribe a risk-based methodology whereby the amount of assets required to be held against each insured loan is determined based on certain risk characteristics, such as FICO, vintage (year of origination), performing vs. non-performing (*i.e.*, current vs. delinquent), LTV and other risk features. An asset charge is calculated for each insured loan based on its risk profile. In general, higher quality loans carry lower charges.

Under the PMIERS financial requirements, *Approved Insurers* must maintain *available assets* that equal or exceed *minimum required assets*, which is an amount equal to the greater of (i) \$400 million or (ii) a total *risk-based required asset amount*. The *risk-based required asset amount* is a function of the risk profile of an *Approved Insurer's* net RIF, calculated by applying on a loan-by-loan basis certain risk-based factors derived from tables set out in the PMIERS to the net RIF and other transactional adjustments approved by the GSEs, such as with respect to the 2017 ILN Transaction and 2016 QSR Transaction. The *risk-based required asset amount* for primary insurance is subject to a floor of 5.6% of total, performing, primary RIF, and the *risk-based required asset*

amount for pool insurance considers both the factors in the tables and the *net remaining stop loss* for each pool insurance policy. The PMIERS financial requirements also increase the amount of *available assets* that must be held by an *Approved Insurer* for loans originated on or after January 1, 2016 that are insured under LPMI policies.

By April 15th of each year, NMIC must certify it met all PMIERS requirements as of December 31st of the prior year. We certified to the GSEs by April 15, 2017 that NMIC fully complied with the PMIERS as of December 31, 2016. NMIC also has an ongoing obligation to immediately notify the GSEs in writing upon discovery of its failure to meet one or more of the PMIERS requirements. We continuously monitor our compliance with the PMIERS.

The following table provides a comparison of the PMIERS financial requirements as reported by NMIC as of the dates indicated.

	As of	
	June 30, 2017	June 30, 2016
	<i>(In thousands)</i>	
Available assets	\$ 485,019	\$ 432,074
Risk-based required assets	298,091	377,468

The increase in *available assets* as of June 30, 2017 compared to June 30, 2016 is driven by the increase in cash flow from operations. The decrease in the *risk-based required asset amount* is due to the cession of risk relating to our third-party reinsurance agreements, offset by an increase resulting from the growth of our RIF.

### ***Capital Position of Our Insurance Subsidiaries and Financial Strength Ratings***

In addition to GSE-imposed asset requirements, NMIC is also subject to state regulatory minimum capital requirements based on its RIF. While formulations of this minimum capital may vary by jurisdiction, the most common measure allows for a maximum permitted RTC ratio of 25:1.

As of June 30, 2017, NMIC's primary RIF, net of reinsurance, was approximately \$5.1 billion. NMIC ceded 100% of its pool RIF pursuant to the 2016 QSR Transaction. Based on NMIC's total statutory surplus of \$488.6 million (including contingency reserve) as of June 30, 2017, NMIC's RTC ratio was 10.5:1. Re One had total statutory capital of \$33.7 million as of June 30, 2017, with a RTC ratio of 0.6:1. We continuously monitor our compliance with state capital requirements.

In July 2017, S&P re-affirmed its "BBB-" financial strength and long-term counter-party credit ratings on NMIC and its "BB-" long-term counter-party credit rating on NMIH. S&P's outlook for both companies is "positive." In March 2017, Moody's Investors Service (Moody's) upgraded its financial strength rating from "Ba2" to "Ba1" for NMIC. Also at that time, Moody's upgraded its rating of NMIH's \$150 million Term Loan from "B2" to "B1". Moody's outlook for both ratings is "stable."

### ***Competition***

The MI industry is highly competitive and currently consists of six private mortgage insurers, including NMIC, as well as governmental agencies like the FHA and the VA.

MI companies compete based on service, customer relationships, underwriting and other factors, including price (particularly with respect to single premium LPMI). Following industry-wide pricing changes in the first half of 2016, largely in response to higher capital requirements imposed by the PMIERS, pricing in the industry has generally stabilized. We expect the MI market to remain competitive, with pressure for industry participants to grow or maintain their market share. Our competitors' respective shares of the private MI market for the quarter ended March 31, 2017 ranged from 15% to a high of approximately 25%.

### ***Competition with FHA***

Although there has been broad policy consensus toward the need for private capital to play a larger role and government credit risk to be reduced in the U.S. housing finance system, it remains difficult to predict whether the combined market share of governmental agencies such as the FHA and VA will recede to historical levels. In 2015, the FHA reduced some of its single-family annual mortgage insurance premiums, which had the effect of maintaining the FHA's elevated market share and continuing the increased role of government in the mortgage insurance market. In January 2017, the FHA announced further reductions to its annual premiums; however, before such reductions could take effect, the FHA announced that the cuts were suspended indefinitely. To date, the impact from the FHA's 2015 premium reduction has not had a significant impact on our continued growth in the market. We believe our pricing continues to be more attractive than the FHA's current pricing for a substantial majority of borrowers with credit

and loan characteristics similar to those whose loans we insure. With the new Presidential administration, it remains uncertain whether FHA will ultimately adopt the suspended reductions or otherwise reduce its mortgage insurance premiums again, or eliminate the non-cancelability of premiums, or whether Congress will continue to consider legislation to reform the FHA. There are factors beyond premium rate that influence a lender's decision to choose private MI over FHA insurance, including among others, the FHA's loan eligibility requirements, cancelability, loan size limits and the relative ease of use of private MI products compared to FHA products.

## Consolidated Results of Operations

Consolidated statements of operations	Three months ended		Six months ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
Revenues	<i>(In Thousands)</i>			
Net premiums earned	37,917	\$ 26,041	\$ 71,142	\$ 45,848
Net investment income	3,908	3,342	7,715	6,573
Net realized investment gains (losses)	188	61	130	(824)
Other revenues	185	37	265	69
<b>Total revenues</b>	<b>42,198</b>	<b>29,481</b>	<b>79,252</b>	<b>51,666</b>
Expenses				
Insurance claims and claims expenses	1,373	470	2,008	928
Underwriting and operating expenses	28,048	23,234	54,037	45,906
<b>Total expenses</b>	<b>29,421</b>	<b>23,704</b>	<b>56,045</b>	<b>46,834</b>
Other (expense) income				
Gain (loss) from change in fair value of warrant liability	19	(59)	(177)	611
Interest expense	(3,300)	(3,707)	(6,794)	(7,339)
<b>Income (loss) before income taxes</b>	<b>9,496</b>	<b>2,011</b>	<b>16,236</b>	<b>(1,896)</b>
Income tax expense	3,484	—	4,732	—
<b>Net income (loss)</b>	<b>\$ 6,012</b>	<b>\$ 2,011</b>	<b>\$ 11,504</b>	<b>\$ (1,896)</b>
Loss ratio <sup>(1)</sup>	3.6%	1.8%	2.8%	2.0%
Expense ratio <sup>(2)</sup>	74.0%	89.2%	76.0%	100.1%
Combined ratio	77.6%	91.0%	78.8%	102.1%

<sup>(1)</sup> Loss ratio is calculated by dividing the provision for insurance claims and claims expenses by net premiums earned.

<sup>(2)</sup> Expense ratio is calculated by dividing other underwriting and operating expenses by net premiums earned.

### Revenues

For the three and six months ended June 30, 2017, net premiums earned increased \$11.9 million or 46% and \$25.3 million or 55%, respectively, compared to the corresponding three and six month periods ended June 30, 2016. The increase in both periods is primarily due to growth in our monthly policy production and IIF, partially offset by the effects of the 2016 QSR Transaction and 2017 ILN Transaction.

Net investment income increased for the three and six months ended June 30, 2017 compared to the three and six months ended June 30, 2016, due to an increase in the size of and improved yields on our total investment portfolio compared to the same periods a year ago.

### Expenses

We recognize insurance claims and claims expenses in connection with the loss experience of our insured portfolio and incur other underwriting and operating expenses, including employee compensation and benefits, policy acquisition costs, and technology, professional services and facilities expenses, in connection with the development and operation of our business.

Insurance claims and claims expenses increased \$0.9 million and \$1.1 million for the three and six months ended June 30, 2017, respectively, compared to the three and six months ended June 30, 2016, as a result of an increase in our NODs, primarily due to an increase in the number of policies in force year-over-year and expected loss development of our earliest book years. The increase in claims and claims expenses for the six months ended June 30, 2017 was offset by the partial release of reserves related to prior year defaults.

Underwriting and operating expenses increased \$4.8 million or 21%, and \$8.1 million or 18% for the three and six months ended June 30, 2017 compared to the corresponding three and six month periods ended June 30, 2016. Employee compensation accounts for the majority of our operating expenses. We increased the size of our workforce from 263 employees as of June 30, 2016 to 297 employees as of June 30, 2017 to support the growth of our business, particularly our sales and operating functions. During the six months ended June 30, 2017, we also incurred \$4.8 million of operating expenses related to the 2017 ILN Transaction and the amendment of the Credit Agreement.

We incurred interest expense related to the Term Loan of \$6.8 million for the six months ended June 30, 2017 compared to interest expense of \$7.3 million for the six months ended June 30, 2016. Interest expense declined in connection with the amendment of our Credit Agreement which we completed in February 2017, which among other items, reduced the interest rate payable on the Term Loan. See Item 1, "*Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 4, Term Loan.*"

#### *Income Tax*

We are a U.S. taxpayer and are subject to a statutory U.S. federal corporate income tax rate of 35%. Our holding company files a consolidated U.S. federal and various state income tax returns on behalf of itself and its subsidiaries.

Our provision for income taxes for the interim reporting periods are based on an estimated annual effective tax rate for the year ending December 31, 2017. Our effective tax rate on our pre-tax income was 36.7% for the three months ended June 30, 2017, compared to 0.0% for the comparable 2016 period. Our effective tax rate on our pre-tax income was 29.1% for the six months ended June 30, 2017, compared to our effective tax rate on our pre-tax loss of 0.0% for the comparable 2016 period. The difference between our statutory tax rate and our effective tax rates for the three and six months ended June 30, 2017 is due to a discrete tax benefit associated with excess tax benefits for restricted stock units that were recognized during the periods as a result of the adoption of ASU 2016-09 in the prior quarter. See Item 1, "*Financial Statements - Notes to Consolidated Financial Statements - Note 1, Organization and Basis of Presentation - Change in Accounting Principle.*" We expect our effective tax rate to return to approximately the statutory tax rate for the year ending December 31, 2017. From inception through September 30, 2016, we had evaluated the realizability of our net deferred tax assets on a quarterly basis and concluded that it was more-likely-than-not that our net deferred tax assets may not be realized and recognized a full valuation allowance against net deferred tax assets. Accordingly, we did not record a benefit associated with the losses incurred, or an expense associated with the income generated in the comparable 2016 periods.

## Consolidated balance sheets

	June 30, 2017	December 31, 2016 <sup>(1)</sup>
	<i>(In Thousands)</i>	
Total investment portfolio	\$ 673,695	\$ 628,969
Cash and cash equivalents	20,035	47,746
Premiums receivable	17,795	13,728
Deferred policy acquisition costs, net	34,206	30,109
Software and equipment, net	21,530	20,402
Prepaid reinsurance premiums	38,919	37,921
Deferred tax asset, net	45,771	51,434
Other assets	11,044	9,588
<b>Total assets</b>	<b>\$ 862,995</b>	<b>\$ 839,897</b>
Term loan	\$ 143,990	\$ 144,353
Unearned premiums	157,152	152,906
Accounts payable and accrued expenses	21,349	25,297
Reserve for insurance claims and claims expenses	5,048	3,001
Reinsurance funds withheld	32,042	30,633
Deferred ceding commission	4,830	4,831
Warrant liability	3,544	3,367
<b>Total liabilities</b>	<b>367,955</b>	<b>364,388</b>
Total shareholders' equity	495,040	475,509
<b>Total liabilities and shareholders' equity</b>	<b>\$ 862,995</b>	<b>\$ 839,897</b>

<sup>(1)</sup>The 2016 prior period balance sheet has been revised. See Item 1, "Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 1, Organization and Basis of Presentation. Immaterial Correction of Prior Period Amounts" for further details.

As of June 30, 2017, we had approximately \$693.7 million in cash and investments, including \$56.9 million held at NMIH. The increase in cash and investments from year-end 2016 relates to cash generated from operations.

Net deferred policy acquisition costs were \$34.2 million as of June 30, 2017, compared to \$30.1 million at December 31, 2016. The increase was driven by the deferment of certain costs associated with premiums written during the six months ended June 30, 2017, partially offset by the amortization of previously deferred acquisition costs and the capitalization of ceding commissions associated with the 2016 QSR Transaction during the period.

Unearned premiums increased \$4.2 million to \$157.2 million as of June 30, 2017, primarily due to single premium policy origination during the period, offset by the amortization through earnings of existing unearned premiums in accordance with the expiration of risk on the related policies and the cancellation of other single premium policies.

Accounts payable and accrued expenses decreased to \$21.3 million as of June 30, 2017, from \$25.3 million at December 31, 2016. The accounts decreased as a result of the payments made of accrued liabilities at year-end during the six months ended June 30, 2017, with an increase in accruals made after December 31, 2016 for liabilities related to compensation and employee benefits on increased headcount, premium taxes and certain IT expenses.

Reinsurance funds withheld was \$32.0 million as of June 30, 2017, representing the net of our reinsurance premiums, less our profit and ceding commission receivables related to the 2016 QSR Transaction. The increase in reinsurance funds withheld of \$1.4 million from December 31, 2016, was a result of increased ceded premiums written. See, Item 1, "Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 5, Reinsurance."

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

Consolidated cash flows	For the six months ended June 30,	
	2017	2016
Net cash (used in) provided by:	<i>(In Thousands)</i>	
Operating activities	\$ 14,592	\$ 27,562
Investing activities	(40,154)	(37,142)
Financing activities	(2,149)	(910)
Net decrease in cash and cash equivalents	\$ (27,711)	\$ (10,490)

Net cash provided by operating activities was \$14.6 million for the six months ended June 30, 2017, compared to \$27.6 million in the same period in 2016. The decrease in cash generated from operating activities was primarily caused by lower premiums written in connection with reduced single premium production and increased operating expenses in connection with employee compensation and benefits costs, as well as the 2017 ILN Transaction.

Cash used in investing activities for the periods presented was driven by the purchase of fixed and short-term maturities during those periods.

The increase in cash used in financing activities for the six months ended June 30, 2017 compared to the same period ended June 30, 2016, was primarily due to an increase in taxes paid related to the net share settlement of equity awards.

### Holding Company Liquidity and Capital Resources

NMIH serves as the holding company for our insurance subsidiaries and does not have any significant operations of its own. NMIH's principal liquidity demands include funds for: (i) payment of certain corporate expenses; (ii) payment of certain reimbursable expenses of its insurance subsidiaries; (iii) payment of principal and interest related to the Term Loan; (iv) tax payments to the Internal Revenue Service; (v) capital support for its subsidiaries; and (vi) payment of dividends, if any, on its common stock. NMIH is not subject to any limitations on its ability to pay dividends except those generally applicable to corporations, such as NMIH, that are incorporated in Delaware. Delaware corporation law provides that dividends are only payable out of a corporation's surplus or recent net profits (subject to certain limitations).

As of June 30, 2017, NMIH had \$56.9 million of cash and investments. NMIH's principal source of operating cash is investment income and in the future could include dividends from NMIC, if available and permitted under law and by the GSEs.

NMIH has entered into tax and expense-sharing agreements with its subsidiaries which have been approved by the Wisconsin OCI, but such approval may be changed or revoked at any time. With Wisconsin OCI's approval, NMIH began allocating the interest expense on its Term Loan to NMIC in the first quarter of 2017, consistent with the benefits NMIC received when NMIH down-streamed the loan proceeds to NMIC.

NMIC's ability to pay dividends to NMIH is subject to insurance department notice or approval. Under Wisconsin law, NMIC may pay dividends up to specified levels (i.e., "ordinary" dividends) with 30 days' prior notice to the Wisconsin OCI. Dividends in larger amounts, or "extraordinary" dividends, are subject to the Wisconsin OCI's prior approval. Under Wisconsin insurance laws, an extraordinary dividend is defined as any payment or distribution that together with other dividends and distributions made within the preceding 12 months exceeds the lesser of (i) 10% of the insurer's statutory policyholders' surplus as of the preceding December 31 or (ii) adjusted statutory net income for the 12-month period ending the preceding December 31. NMIC has never paid any dividends to NMIH. NMIC reported a statutory net loss for the twelve months ended December 31, 2016 and cannot pay any dividends to NMIH through December 31, 2017 without the prior approval of the Wisconsin OCI. Certain other states in which NMIC is licensed also have statutes or regulations that restrict its ability to pay dividends.

NMIC's capital needs depend on many factors including its ability to successfully write new business, establish premium rates at levels sufficient to cover claims and operating costs and meet *minimum required asset* thresholds under the PMIERS and state capital requirements. NMIC's capital needs also depend on its decision to access the reinsurance markets. NMIH may require liquidity to fund the capital needs of its insurance subsidiaries.

In November 2015, NMIH entered into the Credit Agreement for the Term Loan. On February 10, 2017, NMIH amended the Credit Agreement, (the Amendment) to reduce the interest rate and extend the maturity date of the Term Loan from November 10, 2018 to November 10, 2019. The amended Term Loan bears interest at the Eurodollar Rate, as defined in the Credit Agreement and subject to a 1.00% floor, plus an annual margin rate of 6.75%, payable monthly or quarterly based on our interest rate election. The Credit Agreement contains various restrictive covenants and required financial ratios and tests (which were not modified by the Amendment) that we are required to meet or maintain. These covenants include, but are not limited to the following: a maximum debt-to-total capitalization ratio (as defined therein) of 35%, maximum RTC ratio of 22.0:1.0, minimum liquidity (as defined therein) of \$28.6 million as of June 30, 2017, compliance with the PMIERS financial requirements (subject to any GSE-approved waivers), and minimum shareholders' equity requirements.

### Consolidated Investment Portfolio

Our primary objectives with respect to our investment portfolio are to preserve capital and generate investment income while maintaining sufficient liquidity to cover our operating needs. We aim to achieve diversification as to type, quality, maturity, industry, and issuer that maximizes the after-tax return on investments. We have adopted an investment policy that defines, among other things, eligible and ineligible investments, concentration limits for asset sectors, single issuers, and certain credit ratings, and benchmarks for asset duration.

Substantially all of our investment portfolio is held in fixed maturity instruments. As of June 30, 2017, the fair value of our investment portfolio was \$673.7 million. We also had an additional \$20.0 million of cash and equivalents as of June 30, 2017. Pre-tax book yield on the portfolio for the six months ended June 30, 2017 was 2.3%. The book yield is calculated as period-to-date net investment income divided by average amortized cost of the investment portfolio. Yield on the investment portfolio is likely to change over time based on potential movements in interest rates, the duration or mix of our investment portfolio and other factors.

The following tables present a breakdown of our investment portfolio and cash and cash equivalents by investment type and credit rating:

Percentage of portfolio's fair value	June 30, 2017	December 31, 2016
1. Corporate debt securities	55%	52%
2. U.S. treasury securities and obligations of U.S. government agencies	9	9
3. Asset-backed securities	15	17
4. Cash, cash equivalents, and short-term investments	10	16
5. Municipal debt securities	11	6
Total	100%	100%

The ratings of our investment portfolio were:

Investment portfolio ratings at fair value	June 30, 2017	December 31, 2016
AAA	20%	24%
AA	22	19
A	43	44
BBB	15	13
Total	100%	100%

The ratings above are provided by one or more of: Moody's, S&P and Fitch Ratings. If three ratings are available, we assign the middle rating for classification purposes, otherwise we assign the lowest rating.

### Other Items

#### *Off-Balance Sheet Arrangements and Contractual Obligations*

We had no material off-balance sheet arrangements as of June 30, 2017. In connection with the 2017 ILN Transaction, we have certain future contractual commitments to Oaktown Re, a special purpose VIE that is not consolidated in our financial results. See Item 1, "*Financial Statements - Notes to Condensed Consolidated Financial Statements - Note 1, Organization and Basis of Presentation - Variable interest entity*" and "*Note 5, Reinsurance.*"



There are no material changes outside the ordinary course of business in the contractual obligations specified in our 2016 10-K.

*Critical Accounting Estimates*

We use accounting principles and methods that conform to GAAP. Where GAAP specifically excludes mortgage insurance we follow general industry practices. We are required to apply significant judgment and make material estimates in the preparation of our financial statements and with regard to various accounting, reporting and disclosure matters. Assumptions and estimates are required to apply these principles where actual measurement is not possible or practical. On an ongoing basis, we evaluate our estimates and assumptions. Our actual results may differ from these estimates under different assumptions or conditions.

We believe that the assumptions and estimates associated with revenue recognition, fair value measurements, our investment portfolio, deferred policy acquisition costs, premium deficiency reserves, income taxes, reserves for insurance claims and claims expenses, warrants and share-based compensation have the greatest potential impact on our consolidated financial statements. Therefore, we consider these to be our critical accounting estimates. There have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates described in our 2016 10-K.

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

We own and manage a large portfolio of various holdings, types and maturities. NMIH's principal source of operating cash is investment income. The assets within the investment portfolio are exposed to the same factors that affect overall financial market performance.

We manage market risk via a defined investment policy implemented by our treasury function with oversight from our Board of Director's Risk Committee. Important drivers of our market risk exposure monitored and managed by us include but are not limited to:

- *Changes to the level of interest rates.* Increasing interest rates may reduce the value of certain fixed-rate bonds held in the investment portfolio. Higher rates may cause variable rate assets to generate additional income. Decreasing rates will have the reverse impact. Significant changes in interest rates can also affect persistency and claim rates of our insurance portfolio, and as a result we may determine that our investment portfolio needs to be restructured to better align it with future liabilities and claim payments. Such restructuring may cause investments to be liquidated when market conditions are adverse. Additionally, the changes in Eurodollar based interest rates affect the interest expense related to the Company's debt.
- *Changes to the term structure of interest rates.* Rising or falling rates typically change by different amounts along the yield curve. These changes may have unforeseen impacts on the value of certain assets.
- *Market volatility/changes in the real or perceived credit quality of investments.* Deterioration in the quality of investments, identified through changes to our own or third party (e.g., rating agency) assessments, will reduce the value and potentially the liquidity of investments.
- *Concentration Risk.* If the investment portfolio is highly concentrated in one asset, or in multiple assets whose values are highly correlated, the value of the total portfolio may be greatly affected by the change in value of just one asset or a group of highly correlated assets.
- *Prepayment Risk.* Bonds may have call provisions that permit debtors to repay prior to maturity when it is to their advantage. This typically occurs when rates fall below the interest rate of the debt.

The carrying value of our investment portfolio as of June 30, 2017 and December 31, 2016 was \$674 million and \$629 million, respectively, of which 100% was invested in fixed maturity securities. The primary market risk to our investment portfolio is interest rate risk associated with investments in fixed maturity securities. We mitigate the market risk associated with our fixed maturity securities portfolio by matching the duration of our fixed maturity securities with the expected duration of the liabilities that those securities are intended to support.

As of June 30, 2017, the duration of our fixed income portfolio, including cash and cash equivalents, was 3.92 years, which means that an instantaneous parallel shift (movement up or down) in the yield curve of 100 basis points would result in a change of 3.92% in fair value of our fixed income portfolio. Excluding cash, our fixed income portfolio duration was 4.20 years, which means that an instantaneous parallel shift (movement up or down) in the yield curve of 100 basis points would result in a change of 4.20% in fair value of our fixed income portfolio.

We are also subject to market risk related to our Term Loan and 2017 ILN Transaction. As discussed in Item 1, "*Financial Statements - Notes to Consolidated Financial Statements - Note 4, Term Loan,*" the Term Loan bears interest at a variable rate and, as a result, increases in market interest rates would generally result in increased interest expense on our outstanding principal.

The risk premium amounts under the 2017 ILN Transaction are calculated by multiplying the outstanding reinsurance coverage amount at the beginning of any payment period by a coupon rate, which is the sum of 1-month LIBOR and a risk margin, and then subtracting actual investment income earned on the trust balance during that payment period. An increase in 1-month LIBOR rates would generally increase the risk premium payments, while an increase to money market rates, which directly affect investment income earned on the trust balance, would generally decrease them. Although we expect the two rates to move in tandem, to the extent they do not, it could increase or decrease the risk premium payments that otherwise would be due.

## **Item 4. Controls and Procedures**

### **Disclosure Controls and Procedures**

We maintain disclosure controls and procedures designed to ensure 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 Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Our management, including our Principal Executive Officer and Principal 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 13a-15(e) under the Exchange Act. Management applied its judgment in assessing the costs and benefits of such controls and procedures, which by their nature, can provide only reasonable assurance regarding management's control objectives. Management does not expect that our disclosure controls and procedures will prevent or detect all errors and fraud. A control system, irrespective of how well it is designed and operated, can only provide reasonable assurance and cannot guarantee that it will succeed in its stated objectives.

Based upon that evaluation, our Principal Executive Officer and Principal Financial Officer concluded that, as of June 30, 2017, our disclosure controls and procedures were not effective, due to the existence of a material weakness in the design and operating effectiveness of an internal control related to reconciliation support used to validate our deferred tax inventory. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected in a timely basis. As described in Item 1, "*Financial Statements - Notes to Consolidated Financial Statements - Note 1, Organization and Basis of Presentation - Immaterial Correction of Prior Period Amounts*," above, we detected a \$1.8 million error in the deferred tax balance that was immaterial to the 2016 financial statements. Notwithstanding the material weakness identified, our management has concluded that the consolidated financial statements included in this Form 10-Q fairly present, in all material respects, our financial condition, results of operations and cash flows at and for the periods presented. In addition, there were no material errors in our financial results or balances identified as a result of this control deficiency, and accordingly, amendment of our 2016 Form 10-K is not required.

We enhanced existing controls and designed and implemented new controls applicable to our deferred tax accounting, including those related to stock compensation, to ensure that our DTA is accurately calculated and appropriately reflected in our financial statements and reports we file with the SEC. We believe these actions are sufficient to remediate the identified material weakness and strengthen our internal control over financial reporting; however, there can be no guarantee that such remediation will be sufficient. We will continue to monitor the effectiveness of our controls and will make any further changes management determines appropriate.

### **Internal Control Over Financial Reporting**

Other than noted above, there were no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II

### Item 1. Legal Proceedings

Certain lawsuits and claims arising in the ordinary course of business may be filed or pending against us or our affiliates from time to time. In accordance with applicable accounting guidance, we establish accruals for all lawsuits, claims and expected settlements when we believe it is probable that a loss has been incurred and the amount of the loss is reasonably estimable. When a loss contingency is not both probable and estimable, we do not establish an accrual. Any such loss estimates are inherently uncertain, based on currently available information and are subject to management's judgment and various assumptions. Due to the inherent subjectivity of these estimates and unpredictability of outcomes of legal proceedings, any amounts accrued may not represent the ultimate resolution of such matters.

To the extent we believe any potential loss relating to such lawsuits and claims may have a material impact on our liquidity, consolidated financial position, results of operations, and/or our business as a whole and is reasonably possible but not probable, we disclose information relating to any such potential loss, whether in excess of any established accruals or where there is no established accrual. We also disclose information relating to any material potential loss that is probable but not reasonably estimable. Where reasonably practicable, we will provide an estimate of loss or range of potential loss. No disclosures are generally made for any loss contingencies that are deemed to be remote.

Based upon information available to us and our review of lawsuits and claims filed or pending against us to date, we have not recognized a material accrual liability for these matters, nor do we currently expect it is reasonably possible that these matters will result in a material liability to the Company. However, the outcome of litigation and other legal and regulatory matters is inherently uncertain, and it is possible that one or more of such matters currently pending or threatened could have an unanticipated material adverse effect on our liquidity, consolidated financial position, results of operations, and/or our business as a whole, in the future.

### Item 1A. Risk Factors

Risk factors that affect our business and financial results are discussed in Part I, Item 1A of our 2016 10-K. As of the date of this report, we are not aware of any material changes in our risk factors from the risk factors disclosed in our 2016 10-K. You should carefully consider the risks and uncertainties described herein and in our 2016 10-K, which have the potential to affect our business, financial condition, results of operations, cash flows or prospects in a material and adverse manner. The risks described herein and in our 2016 10-K are not the only risks we face, as there are additional risks and uncertainties not currently known to us or that we currently deem to be immaterial which may in the future adversely affect our business, financial condition and/or operating results.

### Item 6. Exhibits

An index to exhibits has been filed as part of this report and is incorporated herein by reference.

**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.

**NMI HOLDINGS, INC.**

August 1, 2017

By: /s/ Adam Pollitzer

Name: Adam Pollitzer

Title: Chief Financial Officer and Duly Authorized Signatory

## EXHIBIT INDEX

Exhibit Number	Description
2.1	Stock Purchase Agreement, dated November 30, 2011, between NMI Holdings, Inc. and MAC Financial Ltd. (incorporated herein by reference to Exhibit 2.1 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
2.2	Amendment to Stock Purchase Agreement, dated April 6, 2012, between NMI Holdings, Inc. and MAC Financial Ltd. (incorporated herein by reference to Exhibit 2.2 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
3.1	Second Amended and Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.1 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
3.2	Third Amended and Restated By-Laws (incorporated herein by reference to Exhibit 3.1 to our Form 8-K, filed on December 9, 2014)
4.1	Specimen Class A common stock certificate (incorporated herein by reference to Exhibit 4.1 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
4.2	Registration Rights Agreement between NMI Holdings, Inc. and FBR Capital Markets & Co., dated April 24, 2012 (incorporated herein by reference to Exhibit 4.2 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
4.3	Registration Rights Agreement by and between MAC Financial Ltd. and NMI Holdings, Inc., dated April 24, 2012 (incorporated herein by reference to Exhibit 4.3 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
4.4	Registration Rights Agreement between FBR & Co., FBR Capital Markets LT, Inc., FBR Capital Markets & Co., FBR Capital Markets PT, Inc. and NMI Holdings, Inc., dated April 24, 2012 (incorporated herein by reference to Exhibit 4.4 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
4.5	Warrant No. 1 to Purchase Common Stock of NMI Holdings, Inc. issued to FBR Capital Markets & Co., dated June 13, 2013 (incorporated herein by reference to Exhibit 4.5 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
4.6	Form of Warrant to Purchase Common Stock of NMI Holdings, Inc. issued to former stockholders of MAC Financial Ltd.(incorporated herein by reference to Exhibit 4.6 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.1 ~	NMI Holdings Inc. 2012 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to our Form S-1 Registration Statement (registration No. 333-191635), filed on October 9, 2013)
10.2 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Restricted Stock Unit Award Agreement for Chief Executive Officer and Chief Financial Officer (incorporated herein by reference to Exhibit 10.2 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.3 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Restricted Stock Unit Award Agreement for Management (incorporated herein by reference to Exhibit 10.3 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.4 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Restricted Stock Unit Award Agreement for Directors (incorporated herein by reference to Exhibit 10.4 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.5 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Nonqualified Stock Option Award Agreement for Chief Executive Officer and Chief Financial Officer (incorporated herein by reference to Exhibit 10.5 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.6 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Nonqualified Stock Option Award Agreement for Management (incorporated herein by reference to Exhibit 10.6 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.7 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Nonqualified Stock Option Award Agreement for Directors (incorporated herein by reference to Exhibit 10.7 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
10.8 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Nonqualified Stock Option Award Agreement for Chief Executive Officer and Chief Financial Officer (incorporated herein by reference to Exhibit 10.8 to our Form 10-K, filed on February 17, 2017)
10.9 ~	Form of NMI Holdings, Inc. 2012 Stock Incentive Plan Nonqualified Stock Option Award Agreement for Employees (incorporated herein by reference to Exhibit 10.9 to our Form 10-K, filed on February 17, 2017)
10.10 ~	Amended and Restated Employment Agreement by and between NMI Holdings, Inc. and Bradley M. Shuster, dated December 23, 2015 (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on December 29, 2015)

- 10.11 ~ Offer Letter by and between NMI Holdings, Inc. and Glenn Farrell, effective December 4, 2014 (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on December 9, 2014)
- 10.12 ~ Offer Letter by and between NMI Holdings, Inc. and William Leatherberry, dated July 11, 2014 (incorporated herein by reference to Exhibit 10.10 to our Form 10-Q, filed on April 28, 2016)
- 10.13~ Offer Letter by and between NMI Holdings, Inc. and Adam Pollitzer, dated February 1, 2017 (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on February 3, 2017)
- 10.14 ~ Form of Indemnification Agreement between NMI Holdings, Inc. and its directors and certain executive officers (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on November 25, 2014)
- 10.15 + Commitment Letter dated July 12, 2013 for Bulk Fannie Mae-Paid Loss-on-Sale Mortgage Insurance on the Portfolio of approximately \$5.46 billion Purchased by Fannie Mae and Identified by Fannie Mae as Deal No. 2013 MIRT 01 and by the Company as Policy No. P-0001-01 (incorporated herein by reference to Exhibit 10.14 to our Form S-1 Registration Statement (Registration No. 333-191635), filed on October 9, 2013)
- 10.16 Credit Agreement, dated November 10, 2015, between NMI Holdings, Inc., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (incorporated herein by reference to Exhibit 4.1 to our Form 8-K, filed on November 10, 2015)
- 10.17 Amendment No. 1, dated February 10, 2017, to the Credit Agreement dated November 10, 2015, between NMI Holdings, Inc., the lender parties thereto and JPMorgan Chase Bank, N.A., as administrative agent (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on February 10, 2017)
- 10.18 ~ NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (incorporated herein by reference to Appendix A to our 2017 Annual Proxy Statement, filed on March 30, 2017)
- 10.19 ~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Restricted Stock Unit Award Agreement for Chief Executive Officer
- 10.20 ~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Restricted Stock Unit Award Agreement for Executive Officers
- 10.21 ~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Restricted Stock Unit Award Agreement for Employees
- 10.22~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Restricted Stock Unit Award Agreement for Independent Directors
- 10.23 ~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Nonqualified Stock Option Award Agreement for Chief Executive Officer
- 10.24 ~ Form of NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan Nonqualified Stock Option Award Agreement for Executive Officers and Employees
- 10.25 ~ Form of NMI Holdings, Inc. 2014 Omnibus Incentive Plan Phantom Unit Award Agreement for Independent Directors (incorporated herein by reference to Exhibit 10.21 to our Form 10-Q, filed on August 5, 2015)
- 10.26 ~ Form of NMI Holdings, Inc. 2014 Omnibus Incentive Plan Performance Based Restricted Stock Unit Award Agreement for Chief Executive Officer (incorporated herein by reference to Exhibit 10.26 to our Form 10-K, filed on February 17, 2017)
- 10.27 ~ NMI Holdings, Inc. Severance Benefit Plan (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on February 17, 2016)
- 10.28~ Change in Control Severance Benefit Plan (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on February 23, 2017)
- 10.29~ Clawback Policy (incorporated herein by reference to Exhibit 10.2 to our Form 8-K, filed on February 23, 2017)
- 10.30~ Separation Agreement between NMI Holdings, Inc. and Glenn Farrell effective July 31, 2017 (incorporated herein by reference to Exhibit 10.1 to our Form 8-K, filed on August 1, 2017)
- 21.1 Subsidiaries of NMI Holdings, Inc. (incorporated herein by reference to Exhibit 21.1 to our Form 10-Q, filed on October 30, 2015)
- 31.1 Principal Executive Officer's Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 31.2 Principal Financial Officer's Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 32.1 # Certifications of CEO and CFO Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

- 101 \* The following financial information from NMI Holdings, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2017 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 and Comprehensive Income (Loss) for the three and six months ended June 30, 2017 and 2016
  - (iii) Condensed Consolidated Statements of Changes in Shareholders' Equity for the six months ended June 30, 2017 and the year ended December 31, 2016
  - (iv) Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2017 and 2016, and
  - (v) Notes to Condensed Consolidated Financial Statements.

~ Indicates a management contract or compensatory plan or contract.

+ Confidential treatment granted as to certain portions, which portions have been filed separately with the SEC.

# In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 34-47986, the certifications furnished in Exhibit 32 hereto are deemed to accompany this Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Exchange Act or deemed to be incorporated by reference into any filing under the Exchange Act or the Securities Act except to the extent that the registrant specifically incorporates it by reference.

\* In accordance with Rule 406T of Regulation S-T, the information furnished in these exhibits will not be deemed "filed" for purposes of Section 18 of the Exchange Act. Such exhibits will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act except to the extent that the registrant specifically incorporates it by reference.



**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**(FOR CEO)**

**THIS RESTRICTED STOCK UNIT AWARD AGREEMENT** (this "Agreement"), dated as of [•], \_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant restricted stock units with respect to a number of shares of the Company's Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Unit Award.

- (a) Grant. The Company hereby grants to Participant an award of restricted stock units with respect to [•] Shares (the "RSUs") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.
- (b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Vesting.

- (a) Except as may otherwise be provided herein, (i) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the first anniversary of the Grant Date, (ii) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the second anniversary of the Grant Date and (iii) the remainder of the RSUs shall become vested on the third anniversary of the Grant Date, in the case of each of clauses (i), (ii) and (iii), subject to Participant not having incurred a Termination of Employment prior to the applicable vesting date.
- (b) Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, unvested RSUs shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, in the event that Participant incurs a Termination of Employment (i) as a result of termination by the Company or its Affiliate without "Cause" (as defined in Participant's employment agreement with the Company dated as of December 23, 2015 without regard to the earlier expiration of such agreement (the "Employment Agreement")) or for "Good Reason" (as defined in the Employment Agreement), subject to Participant having served as an employee of the Company or its Affiliate for at least one year, any unvested RSUs shall immediately vest in full as of the date of Participant's Termination of Employment and be settled in accordance with Section 3 of this Agreement, or (ii) due to Participant's death or "Disability" (as defined in the Employment Agreement), any unvested RSUs that are outstanding immediately prior to such Termination of Employment and that would have vested on the next vesting date shall vest pro-rata as of the date of Participant's Termination of Employment, with the number of RSUs vesting to be determined by multiplying the number of RSUs that would have vested on the next vesting date by a fraction, the numerator of which is the number of days between the prior vesting date (or Grant Date if no vesting date occurred prior to Participant's Termination of Employment) and the date of Participant's Termination of Employment and the denominator of which is 365.

3. Settlement. As soon as practicable after any RSUs have vested (and in any event, no later than fifteen business days immediately following the date of such vesting), such RSUs shall be settled. Subject to Section 4 (pertaining

to the withholding of taxes) and Section 3(d) of the Plan (as applicable), for each vested RSU settled pursuant to this Section 3, the Company shall issue to Participant one Share.

4. Tax Withholding. As a condition to delivery of the Shares in respect of vested RSUs, Section 15(d) of the Plan requires Participant to make provisions satisfactory to the Company for payment of, any federal, state or local taxes and other statutory obligations (including, but not limited to, Participant's FICA and SDI obligations) in respect of the transfer of Shares in settlement of the RSUs. The Company shall have the power and the right to (i) deduct or withhold from all amounts payable to Participant pursuant to the RSUs or otherwise, or (ii) require Participant to remit to the Company, an amount sufficient to satisfy any applicable taxes of any kind or other statutory obligations (including, but not limited to, Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs and, if Participant fails to do so, the Company may otherwise refuse to issue or transfer any Shares otherwise required to be issued pursuant to this Agreement. The Company may permit or require any such statutorily required minimum withholding obligation with regard to Participant to be satisfied by reducing the amount of Shares otherwise deliverable to Participant hereunder.
5. No Rights as Stockholder. Until such time as the RSUs have been settled and the underlying Shares have been delivered to Participant and Participant has become the holder of record of such Shares, Participant shall have no rights as a stockholder, including, without limitation, the right to dividends and the right to vote.
6. Transferability. The RSUs may not, at any time prior to becoming vested, be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiary or Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.
7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the RSUs.
8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, all outstanding unvested RSUs shall become fully vested upon the occurrence of such Change in Control. Any RSUs that vest in connection with this Section 8 shall be settled in a manner consistent with Section 3 of this Agreement.
9. Miscellaneous.
  - (a) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the RSUs granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any RSUs granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.
  - (b) Unsecured Obligation. This Award is unfunded, and even as to any RSUs which vest, Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Shares pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between Participant and the Company or any other person.
  - (c) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Company:

NMI Holdings, Inc.  
 2100 Powell Street, 12<sup>th</sup> Floor  
 Emeryville, CA 94608  
 Attention: General Counsel

if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

- (d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.
  - (e) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.
  - (f) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.
  - (g) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.
  - (h) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.
  - (i) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.
  - (j) Section 409A. It is intended that the Awards granted pursuant to this Agreement and the provisions of this Agreement be exempt from or be designed such that the taxes and/or penalties under Section 409A of the Code are not imposed, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.
  - (k) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.
  - (l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.
  - (m) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
10. Compliance with Legal Requirements. The grant of the RSUs and the delivery of the Shares in settlement thereof, and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Subject to Section 9(k) of this Agreement, the Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

---

By:  
Title:

PARTICIPANT

---

*[Signature Page to Restricted Stock Unit Award Agreement (CEO)]*

**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**(EXECUTIVE OFFICERS)**

**THIS RESTRICTED STOCK UNIT AWARD AGREEMENT** (this "Agreement"), dated as of [•], \_\_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant restricted stock units with respect to a number of shares of the Company's Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Unit Award.

(a) Grant. The Company hereby grants to Participant an award of restricted stock units with respect to [•] Shares (the "RSUs") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Vesting.

(a) Except as may otherwise be provided herein, (i) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the first anniversary of the Grant Date, (ii) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the second anniversary of the Grant Date and (iii) the remainder of the RSUs shall become vested on the third anniversary of the Grant Date, in the case of each of clauses (i), (ii) and (iii), subject to Participant not having incurred a Termination of Employment prior to the applicable vesting date.

(b) Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, any unvested RSUs shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, if Participant incurs a Termination of Employment (i) as a result of termination by the Company or its Affiliate without Cause, subject to Participant having served an employee of the Company or its Affiliate for at least one year, or (ii) due to Participant's death or Disability, any unvested RSUs that are outstanding immediately prior to such Termination of Employment and that would have vested on the next vesting date shall vest pro-rata as of the date of Participant's Termination of Employment, with the number of RSUs vesting to be determined by multiplying the number of unvested RSUs that would have vested on the next vesting date by a fraction, the numerator of which is the number of days between the prior vesting date (or Grant Date if no vesting date occurred prior to Participant's Termination of Employment) and the date of Participant's Termination of Employment and the denominator of which is 365.

3. Settlement. As soon as practicable after any RSUs have vested (and in any event, no later than fifteen business days immediately following the date of such vesting), such RSUs shall be settled. Subject to Section 4 (pertaining to the withholding of taxes) and Section 3(d) of the Plan (as applicable), for each vested RSU settled pursuant to this Section 3, the Company shall issue to Participant one Share.

4. Tax Withholding. As a condition to delivery of the Shares in respect of vested RSUs, Section 15(d) of the Plan requires Participant to make provisions satisfactory to the Company for payment of, any federal, state or local taxes and other statutory obligations (including, but not limited to, Participant's FICA and SDI obligations) in respect of the transfer of Shares in settlement of the RSUs. The Company shall have the power and

the right to (i) deduct or withhold from all amounts payable to Participant pursuant to the RSUs or otherwise, or (ii) require Participant to remit to the Company, an amount sufficient to satisfy any applicable taxes of any kind or other statutory obligations (including, but not limited to, Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs and, if Participant fails to do so, the Company may otherwise refuse to issue or transfer any Shares otherwise required to be issued pursuant to this Agreement. The Company may permit or require any such statutorily required minimum withholding obligation with regard to Participant to be satisfied by reducing the amount of Shares otherwise deliverable to Participant hereunder.

5. No Rights as Stockholder. Until such time as the RSUs have been settled and the underlying Shares have been delivered to Participant and Participant has become the holder of record of such Shares, Participant shall have no rights as a stockholder, including, without limitation, the right to dividends and the right to vote.

6. Transferability. The RSUs may not, at any time prior to becoming vested, be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiary or Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the RSUs.

8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, all outstanding unvested RSUs shall become fully vested upon the occurrence of such Change in Control. Any RSUs that vest in connection with this Section 8 shall be settled as set forth in Section 3 of this Agreement.

9. Miscellaneous.

(a) Confidentiality of this Agreement. Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by Participant of this covenant. This provision does not prohibit Participant from providing this information on a confidential and privileged basis to Participant's attorneys or accountants for purposes of obtaining legal or tax advice or as otherwise required by law.

(b) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the RSUs granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any RSUs granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Unsecured Obligation. This Award is unfunded, and even as to any RSUs which vest, Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Shares pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between Participant and the Company or any other person.

(d) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Company:

NMI Holdings, Inc.  
2100 Powell Street, 12<sup>th</sup> Floor  
Emeryville, CA 94608  
Attention: General Counsel

if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.

(g) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.

(h) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(i) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.

(j) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(k) Section 409A. It is intended that the Awards granted pursuant to this Agreement and the provisions of this Agreement be exempt from or be designed such that the taxes and/or penalties under Section 409A of the Code are not imposed, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(l) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(m) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(n) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

10. Compliance with Legal Requirements. The grant of the RSUs and the delivery of the Shares in settlement thereof, and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Subject to Section 9(k) of this Agreement, the Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

\_\_\_\_\_  
By:  
Title:

PARTICIPANT

\_\_\_\_\_

*[Signature Page to Restricted Stock Unit Award Agreement (Executive Officers)]*



**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**(FOR EMPLOYEES)**

**THIS RESTRICTED STOCK UNIT AWARD AGREEMENT** (this "Agreement"), dated as of [•], \_\_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant restricted stock units with respect to a number of shares of the Company's Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Unit Award.

(a) Grant. The Company hereby grants to Participant an award of restricted stock units with respect to [•] Shares (the "RSUs") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Vesting.

(a) Except as may otherwise be provided herein, (i) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the first anniversary of the Grant Date, (ii) one-third of the RSUs (rounded down to the nearest whole Share) shall become vested on the second anniversary of the Grant Date and (iii) the remainder of the RSUs shall become vested on the third anniversary of the Grant Date, in the case of each of clauses (i), (ii) and (iii), subject to Participant not having incurred a Termination of Employment prior to the applicable vesting date.

(b) Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, any unvested RSUs shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, if Participant incurs a Termination of Employment (i) as a result of termination by the Company or its Affiliate without Cause, subject to Participant having served as an employee of the Company or its Affiliate for at least one year, or (ii) due to Participant's death or Disability, any unvested RSUs that are outstanding immediately prior to such Termination of Employment and that would have vested on the next vesting date shall vest pro-rata as of the date of Participant's Termination of Employment, with the number of RSUs vesting to be determined by multiplying the number of unvested RSUs that would have vested on the next vesting date by a fraction, the numerator of which is the number of days between the prior vesting date (or Grant Date if no vesting date occurred prior to Participant's Termination of Employment) and the date of Participant's Termination of Employment and the denominator of which is 365.

3. Settlement. As soon as practicable after any RSUs have vested (and in any event, no later than fifteen business days immediately following the date of such vesting), such RSUs shall be settled. Subject to Section 4 (pertaining to the withholding of taxes) and Section 3(d) of the Plan (as applicable), for each vested RSU settled pursuant to this Section 3, the Company shall issue to Participant one Share.

4. Tax Withholding. As a condition to delivery of the Shares in respect of vested RSUs, Participant will pay to the Company, or, pursuant to Section 15(d) of the Plan, make provisions satisfactory to the Company for payment of, any federal, state or local taxes and other statutory obligations (including but not limited to Participant's FICA and SDI obligations) in respect of the transfer of Shares in settlement of the RSUs. The

Company shall have the power and the right to deduct or withhold from all amounts payable to Participant pursuant to the RSUs or otherwise, or require Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind or other statutory obligations (including, but not limited to, Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the RSUs and, if Participant fails to do so, the Company may otherwise refuse to issue or transfer any Shares otherwise required to be issued pursuant to this Agreement. Any such statutorily required minimum withholding obligation with regard to Participant shall be satisfied solely by retaining and instructing a registered broker(s) of the Company's choosing to sell such number of Shares necessary to satisfy such withholding obligations, after deduction of the broker's commission, and the broker shall remit to the Company the cash proceeds thereof. In furtherance of the foregoing, by the execution of this Agreement, Participant hereby irrevocably instructs the Company and a registered broker(s) of the Company's choosing to sell on behalf of Participant at the "market price," that number of Shares required to generate sufficient cash necessary in order for the Company to satisfy its withholding obligations with regard to Participant. Participant represents to the Company and the broker that Participant is entering into this Agreement in good faith. Participant shall have no ability to modify these instructions. Participant further agrees to execute any such documents as are requested by the broker or the Company in order to effectuate the sale of the Shares and payment of the tax obligations to the Company as contemplated hereby. The Participant represents to the Company that, as of the date hereof, he or she is not aware of any material nonpublic information about the Company or the Shares. It is Participant's intention that this provision comply with the requirements of Rule 10b5-1 promulgated under the Exchange Act.

5. No Rights as Stockholder. Until such time as the RSUs have been settled and the underlying Shares have been delivered to Participant and Participant has become the holder of record of such Shares, Participant shall have no rights as a stockholder, including, without limitation, the right to dividends and the right to vote.

6. Transferability. The RSUs may not, at any time prior to becoming vested, be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiary or Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the RSUs.

8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, all outstanding unvested RSUs shall become fully vested upon the occurrence of such Change in Control. Any RSUs that vest in connection with this Section 8 shall be settled as set forth in Section 3 of this Agreement.

9. Miscellaneous.

(a) Confidentiality of this Agreement. Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by Participant of this covenant. This provision does not prohibit Participant from providing this information on a confidential and privileged basis to Participant's attorneys or accountants for purposes of obtaining legal or tax advice or as otherwise required by law.

(b) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the RSUs granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any RSUs granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Unsecured Obligation. This Award is unfunded, and even as to any RSUs which vest, Participant shall be considered an unsecured creditor of the Company with respect to the Company's

obligations, if any, to issue Shares pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between Participant and the Company or any other person.

(d) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Company:

NMI Holdings, Inc.  
2100 Powell Street, 12th Floor  
Emeryville, CA 94608  
Attention: General Counsel

if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.

(g) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.

(h) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(i) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.

(j) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(k) Section 409A. It is intended that the Awards granted pursuant to this Agreement and the provisions of this Agreement be exempt from or be designed such that the taxes and/or penalties under Section 409A of the Code are not imposed, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(l) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(m) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(n) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

10. Compliance with Legal Requirements. The grant of the RSUs and the delivery of the Shares in settlement thereof, and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Subject to Section 9(k) of this Agreement, the Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

*[Remainder of page intentionally left blank; signature page to follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

\_\_\_\_\_  
By:  
Title:

PARTICIPANT

\_\_\_\_\_

*[Signature Page to Restricted Stock Unit Award Agreement (Employees)]*

**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**  
**(FOR INDEPENDENT DIRECTORS)**

**THIS RESTRICTED STOCK UNIT AWARD AGREEMENT** (this "Agreement"), dated as of [•], ---- \_\_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant restricted stock units with respect to a number of shares of the Company's Common Stock (the "Shares") on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Stock Unit Award.

(a) Grant. The Company hereby grants to Participant an award of restricted stock units with respect to [•] Shares (the "RSUs") on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan.

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Vesting.

(a) General. Except as may otherwise be provided herein, the RSUs shall vest on the first anniversary of the Grant Date, subject to Participant not having incurred a Termination of Employment as of the applicable vesting date.

(b) Termination of Employment. Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, unvested RSUs shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, in the event that Participant incurs a Termination of Employment due to Participant's death or "Disability" (as defined in the Plan), any unvested RSUs shall accelerate and vest in full as of the date of Termination of Employment.

3. Settlement. As soon as practicable after any RSUs have vested (and in any event, no later than fifteen business days immediately following the date of such vesting), such RSUs shall be settled. For each vested RSU settled pursuant to this Section 3, the Company shall issue to Participant one Share.

4. Taxes. Participant (or, in the event of Participant's death, any beneficiary), shall be solely responsible for any federal, state or local income or self-employment taxes that Participant incurs in connection with the receipt of the award of RSUs or the vesting of such RSUs and the Company shall have no obligation or liability with respect to the Participant's (or, in the event of Participant's death, any beneficiary's) satisfaction of such taxes and shall have no withholding obligations with respect thereof.

5. No Rights as Stockholder. Until such time as the RSUs have been settled and the underlying Shares have been delivered to Participant and Participant has become the holder of record of such Shares, Participant shall have no rights as a stockholder, including, without limitation, the right to dividends and the right to vote.

6. Transferability. The RSUs may not, at any time prior to becoming vested, be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by

the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiary or Affiliate; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the RSUs.

8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, all outstanding unvested RSUs shall become fully vested upon the occurrence of such Change in Control. Any RSUs that vest in connection with this Section 8 shall be settled in a manner consistent with Section 3 of this Agreement.

9. Miscellaneous.

(a) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the RSUs granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any RSUs granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(b) Unsecured Obligation. This Award is unfunded, and even as to any RSUs which vest, Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Shares pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between Participant and the Company or any other person.

(c) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Company:

NMI Holdings, Inc.  
2100 Powell Street, 12<sup>th</sup> Floor  
Emeryville, CA 94608  
Facsimile: 510 225 3832  
Attention: General Counsel

if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(e) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.

(f) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a

date prior to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.

(g) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(h) Section 409A. It is intended that the Awards granted pursuant to this Agreement and the provisions of this Agreement be exempt from or be designed such that the taxes and/or penalties under Section 409A of the Code are not imposed, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(i) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.

(j) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(k) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

10. Compliance with Legal Requirements. The grant of the RSUs, and the delivery of the Shares in settlement thereof and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Subject to Section 9(h) of this Agreement, the Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

*[Remainder of page intentionally left blank; signature page to follow]*



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

\_\_\_\_\_  
By:  
Title:

PARTICIPANT

\_\_\_\_\_

*[Signature Page to Restricted Stock Unit Award Agreement (Independent Directors)]*

**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**NONQUALIFIED STOCK OPTION AGREEMENT**  
**(FOR CEO )**

**THIS STOCK OPTION AGREEMENT** (this "Agreement"), dated as of [•], \_\_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"), pursuant to which nonqualified stock options may be granted to purchase shares of the Company's common stock, par value \$0.01 per share ("Common Stock"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant nonqualified stock options on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Stock Option.

- (a) Grant. The Company hereby grants to Participant a nonqualified stock option (the "Stock Option" and any portion thereof, the "Stock Options") to purchase [•] shares of Common Stock (such shares of Common Stock, the "Shares"), on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. The Stock Option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code (the "Code").
- (b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Stock Option; Exercise Price.

- (a) Exercise Price. The exercise price, being the price at which Participant shall be entitled to purchase the Shares upon the exercise of all or any of the Stock Options, shall be \$[•] per Share (the "Exercise Price").
- (b) Payment of the Exercise Price. The Stock Option may be exercised only by written notice, substantially in the form provided by the Company, delivered in person or by mail in accordance with Section 10(c) hereof and accompanied by payment of the Exercise Price. The Exercise Price shall be payable in cash, or, to the extent approved by the Committee, by any of the other methods permitted under Section 5(g) of the Plan.

3. Vesting. Except as may otherwise be provided herein, the Stock Option shall become vested (any Stock Options that shall have become non-forfeitable pursuant to this Section 3, the "Vested Options") and exercisable according to the following provisions, subject to Participant's continued employment with the Company as of any such date:

- (a) General Vesting. (i) One-third of the Stock Options (rounded down to the nearest whole Share) shall become Vested Options and shall become exercisable on the first anniversary of the Grant Date, (ii) one-third of the Stock Options (rounded down to the nearest whole Share) shall become Vested Options and shall become exercisable on the second anniversary of the Grant Date and (iii) the remainder of the Stock Options shall become Vested Options and shall become exercisable on the third anniversary of the Grant Date, in the case of each of clauses (i), (ii) and (iii), subject to Participant not having incurred a Termination of Employment prior to the applicable vesting date.
- (b) Termination of Employment. Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, any Stock Options that

have not theretofore become Vested Options (such Stock Options, the “Unvested Options”) shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, in the event Participant incurs a Termination of Employment (i) as a result of termination by the Company or its Affiliate without “Cause” (as defined in Participant’s employment agreement with the Company dated as of December 23, 2015 without regard to the earlier expiration of such agreement (the “Employment Agreement”)) or by the Participant for “Good Reason” (as defined in Participant’s Employment Agreement), subject to Participant having served as an employee of the Company or its Affiliate for at least one year, any Unvested Options that are outstanding immediately prior to such Termination of Employment shall vest in full effective as of the date of Termination of Employment, or (ii) due to Participant’s death or “Disability” (as defined in the Employment Agreement), any Unvested Options that are outstanding immediately prior to such Termination of Employment and that would have vested on the next vesting date shall vest pro-rata as of the date of the Participant’s Termination of Employment with the number of Unvested Options vesting to be determined by multiplying the number of Unvested Options that would have vested on the next vesting date by a fraction, the numerator of which is the number of days between the prior vesting date (or Grant Date if no vesting date occurred prior to Participant’s Termination of Employment) and the date of Participant’s Termination of Employment and the denominator of which is 365.

4. Termination.

(a) The Stock Option shall automatically terminate and shall become null and void, be unexercisable and be of no further force and effect upon the earliest of:

- (i) the tenth anniversary of the Grant Date;
- (ii) the first anniversary following Participant’s Termination of Employment, in the case of a Termination of Employment due to death or Disability;
- (iii) the 90<sup>th</sup> day following Participant’s Termination of Employment in the case of a Termination of Employment without Cause or by the Participant for Good Reason;
- (iv) the 30<sup>th</sup> day following Participant’s Termination of Employment in the case of a Termination of Employment by the Participant without Good Reason; and
- (v) the day of Participant’s Termination of Employment in the case of a Termination of Employment for Cause.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, in the event of Participant’s Termination of Employment for any reason (other than due to a Termination of Employment for Cause) during the two-year period following a Change in Control, the Stock Option shall remain outstanding and exercisable until the earlier of (i) the tenth anniversary of the Grant Date and (ii) the fifth anniversary of such Termination of Employment.

(c) Except as otherwise provided in the Plan and Section 3(b) of this Agreement, upon a Termination of Employment for any reason, any Unvested Options shall immediately terminate and be forfeited on the date the Termination of Employment occurs.

5. Compliance with Legal Requirements. The grant and exercise of the Stock Option, the delivery of Shares upon exercise and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

6. Transferability. The Stock Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiaries or Affiliates; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the Stock Option.
8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, any outstanding Stock Options that are not then Vested Options shall become fully vested and exercisable immediately upon the occurrence of such Change in Control.
9. Tax Withholding. As a condition to exercising the Stock Option, in whole or in part, Participant will pay to the Company, or, to the extent approved by the Committee, make provisions satisfactory to the Company for payment of any federal, state or local tax in respect of the exercise or the transfer of the Shares pursuant to Section 15(d) of the Plan.
10. Miscellaneous.
- (a) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the Stock Option granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any Stock Option granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.
- (b) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:  
if to the Company:
- NMI Holdings, Inc.  
2100 Powell Street, 12<sup>th</sup> Floor  
Emeryville, CA 94608  
Attention: General Counsel
- if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

- (c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.
- (d) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.
- (e) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a date prior

- to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.
- (f) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.
  - (g) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.
  - (h) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.
  - (i) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.
  - (j) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction and shall not constitute a part of this Agreement.
  - (k) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[Remainder of page intentionally left blank; signature page to follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

\_\_\_\_\_  
By:

Title:

PARTICIPANT

\_\_\_\_\_

*[Signature Page to Nonqualified Stock Option Agreement for CEO]*

**NMI HOLDINGS, INC.**  
**AMENDED AND RESTATED 2014 OMNIBUS INCENTIVE PLAN**  
**NONQUALIFIED STOCK OPTION AGREEMENT**  
**(FOR EXECUTIVE OFFICERS/EMPLOYEES)**

**THIS STOCK OPTION AGREEMENT** (this "Agreement"), dated as of [•], \_\_\_\_\_ (the "Grant Date"), is made by and between NMI Holdings, Inc., a Delaware corporation (the "Company"), and [NAME] ("Participant").

**WHEREAS**, the Company has adopted the NMI Holdings, Inc. Amended and Restated 2014 Omnibus Incentive Plan (the "Plan"), pursuant to which nonqualified stock options may be granted to purchase shares of the Company's common stock, par value \$0.01 per share ("Common Stock"); and

**WHEREAS**, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant Participant nonqualified stock options on the terms and subject to the conditions set forth in this Agreement and the Plan.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Stock Option.

(a) Grant. The Company hereby grants to Participant a nonqualified stock option (the "Stock Option" and any portion thereof, the "Stock Options") to purchase [•] shares of Common Stock (such shares of Common Stock, the "Shares"), on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. The Stock Option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code (the "Code").

(b) Incorporation by Reference, Etc. The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan.

2. Stock Option; Exercise Price.

(a) Exercise Price. The exercise price, being the price at which Participant shall be entitled to purchase the Shares upon the exercise of all or any of the Stock Options, shall be \$[•] per Share (the "Exercise Price").

(b) Payment of the Exercise Price. The Stock Option may be exercised only by written notice, substantially in the form provided by the Company, delivered in person or by mail in accordance with Section 10(c) hereof and accompanied by payment of the Exercise Price. The Exercise Price shall be payable in cash, or, to the extent approved by the Committee, by any of the other methods permitted under Section 5(g) of the Plan.

3. Vesting. Except as may otherwise be provided herein, the Stock Option shall become vested (any Stock Options that shall have become non-forfeitable pursuant to this Section 3, the "Vested Options") and exercisable according to the following provisions, subject to Participant's continued employment with the Company as of any such date:

(a) General Vesting. (i) One-third of the Stock Options (rounded down to the nearest whole Share) shall become Vested Options and shall become exercisable on the first anniversary of the Grant Date, (ii) one-third of the Stock Options (rounded down to the nearest whole Share) shall become Vested Options and shall become exercisable on the second anniversary of the Grant Date and (iii) the remainder of the Stock Options shall become Vested Options and shall become exercisable on the third anniversary of the Grant Date, in the case of each of clauses (i), (ii) and (iii), subject to Participant not having incurred a Termination of Employment prior to the applicable vesting date.

(b) Termination of Employment. Except as provided in the immediately following sentence, in the event that Participant incurs a Termination of Employment, any Stock Options that have not theretofore become Vested Options (such Stock Options, the "Unvested Options") shall be forfeited by Participant without consideration therefor. Notwithstanding the foregoing, in the event Participant incurs a Termination of

Employment(i) as a result of termination by the Company or its Affiliate without Cause, subject to Participant having served as an employee of the Company or its Affiliate for at least one year, or (ii) due to Participant's death or Disability, any Unvested Options that are outstanding immediately prior to such Termination of Employment and that would have vested on the next vesting date shall vest pro-rata as of the date of the Participant's Termination of Employment with the number of Unvested Options vesting to be determined by multiplying the number of Unvested Options that would have vested on the next vesting date by a fraction, the numerator of which is the number of days between the prior vesting date (or Grant Date if no vesting date occurred prior to Participant's Termination of Employment) and the date of Participant's Termination of Employment and the denominator of which is 365.

4. Termination.

(a) The Stock Option shall automatically terminate and shall become null and void, be unexercisable and be of no further force and effect upon the earliest of:

- (i) the tenth anniversary of the Grant Date;
- (ii) the first anniversary following Participant's Termination of Employment, in the case of a Termination of Employment due to death or Disability;
- (iii) the 90<sup>th</sup> day following Participant's Termination of Employment in the case of a Termination of Employment without Cause;
- (iv) the 30<sup>th</sup> day following Participant's Termination of Employment in the case of a Termination of Employment by the Participant for any reason; and
- (v) the day of Participant's Termination of Employment in the case of a Termination of Employment for Cause.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, in the event of Participant's Termination of Employment for any reason (other than due to a Termination of Employment for Cause) during the two-year period following a Change in Control, the Stock Option shall remain outstanding and exercisable until the earlier of (i) the tenth anniversary of the Grant Date and (ii) the fifth anniversary of such Termination of Employment.

(c) Except as otherwise provided in the Plan and Section 3(b) of this Agreement, upon a Termination of Employment for any reason, any Unvested Options shall immediately terminate and be forfeited on the date the Termination of Employment occurs.

5. Compliance with Legal Requirements. The grant and exercise of the Stock Option, the delivery of Shares upon exercise and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of the Shares in compliance with applicable laws, rules and regulations.

6. Transferability. The Stock Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company, its Subsidiaries or Affiliates; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

7. Adjustment. Upon any event described in Section 3(d) of the Plan occurring after the Grant Date, the adjustment provisions as provided for under Section 3(d) of the Plan shall apply to the Stock Option.

8. Change in Control. In the event of a Change in Control of the Company occurring after the Grant Date, any outstanding Stock Options that are not then Vested Options shall become fully vested and exercisable immediately upon the occurrence of such Change in Control.

9. Tax Withholding. As a condition to exercising the Stock Option, in whole or in part, Participant will pay to the Company, or, to the extent approved by the Committee, make provisions satisfactory to the Company for payment of any federal, state or local tax in respect of the exercise or the transfer of the Shares pursuant to Section 15(d) of the Plan.



10. Miscellaneous.

(a) Confidentiality of this Agreement. Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by Participant of this covenant. This provision does not prohibit Participant from providing this information on a confidential and privileged basis to Participant's attorneys or accountants for purposes of obtaining legal or tax advice or as otherwise required by law.

(b) Waiver and Amendment. The Committee may waive any conditions or rights under, or amend any terms of, this Agreement and the Stock Option granted thereunder; provided that any such waiver or amendment that would materially impair the rights of any Participant or any holder or beneficiary of any Stock Option granted hereunder shall not to that extent be effective without the consent of Participant. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Company:

NMI Holdings, Inc.  
2100 Powell Street, 12<sup>th</sup> Floor  
Emeryville, CA 94608  
Attention: General Counsel

if to Participant: at the address last on the records of the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if by facsimile or e-mail.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(e) No Rights to Service. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which is hereby expressly reserved, to remove, terminate or discharge Participant at any time for any reason whatsoever.

(f) Beneficiary. Participant may file with the Company a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, change or revoke such designation by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by Participant, the beneficiary shall be deemed to be his spouse or, if Participant is unmarried at the time of death, his estate.

(g) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(h) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction and shall not constitute a part of this Agreement.

(l) Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

NMI HOLDINGS, INC.

\_\_\_\_\_  
By:  
Title:

PARTICIPANT

\_\_\_\_\_

*[Signature Page to Nonqualified Stock Option Agreement for Executive Officers/Employees]*

**PRINCIPAL EXECUTIVE OFFICER'S CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Bradley M. Shuster, certify that:

1. I have reviewed this quarterly report on Form 10-Q of NMI Holdings, 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(s) 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(s) 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.

August 1, 2017

By: /s/ Bradley M. Shuster  
Name: Bradley M. Shuster  
Title: Chairman and Chief Executive Officer  
(Principal Executive Officer)

**PRINCIPAL FINANCIAL OFFICER'S CERTIFICATION PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Adam S. Pollitzer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of NMI Holdings, 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(s) 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)) 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(s) 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 1, 2017

By: /s/ Adam Pollitzer

Name: Adam S. Pollitzer

Title: Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION OF CEO AND CFO PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of NMI Holdings, Inc. (the “Company”) on Form 10-Q for the quarter ended March 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned officers of the Company certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of such officer’s knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 1, 2017

By: /s/ Bradley M. Shuster  
Name: Bradley M. Shuster  
Title: Chairman and Chief Executive Officer  
(Principal Executive Officer)

Date: August 1, 2017

By: /s/ Adam S. Pollitzer  
Name: Adam S. Pollitzer  
Title: Chief Financial Officer  
(Principal Financial Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signatures that appear in typed form within the electronic version of this written statement required by Section 906, has been provided to NMI Holdings, Inc. and will be retained by NMI Holdings, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.