# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# FORM 8-K

## CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 2, 2016**

# MGIC Investment Corporation

(Exact name of registrant as specified in its charter)

| **Wisconsin** | **1-10816** | **39-1486475** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

**MGIC Plaza, 250 East Kilbourn Avenue, Milwaukee, WI 53202**
(Address of principal executive offices, including zip code)

**(414) 347-6480**
(Registrant's telephone number, including area code)

**Not Applicable**
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

**Item 1.01. Entry into a Material Definitive Agreement.**

*Offering of Senior Notes*

On August 5, 2016, the Company completed its public offering (the "Offering") of $425,000,000 aggregate principal amount of the Company's 5.750% senior notes due 2023 (the "Notes"). In connection with the Offering, on August 2, 2016, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Goldman, Sachs & Co., as the representative of the underwriters listed therein (collectively, the "Underwriters"). Pursuant to the Underwriting Agreement, the Company agreed to sell and the Underwriters agreed to purchase for resale to the public, subject to the terms and conditions expressed therein, the Notes.

The Notes are the Company's unsecured senior obligations. The Notes will pay interest semi-annually on February 15 and August 15 of each year at a rate of 5.750% per year, and will mature on August 15, 2023.

The Underwriting Agreement contains customary representations, warranties and agreements of the Company, conditions to closing, indemnification rights and obligations of the parties and termination provisions. The description of the Underwriting Agreement set forth above is qualified in its entirety by reference to the text of the Underwriting Agreement, a copy of which is filed herewith as Exhibit 1.1 and is incorporated herein by reference.

The Notes were issued under the Indenture, dated October 15, 2000, between the Company and U.S. Bank National Association, as successor Trustee (the "Trustee"), as amended and supplemented (the "Base Indenture") by the Third Supplemental Indenture, dated August 5, 2016, between the Company and the Trustee (the "Supplemental Indenture" and together with the Base Indenture, the "Indenture"). The Indenture provides for customary events of default and further provides that the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding Notes may declare the Notes immediately due and payable upon the occurrence of certain events of default after the expiration of any applicable grace period. In addition, in the case of an event of default arising from certain events of bankruptcy, insolvency or reorganization relating to the Company or any of its significant subsidiaries, all outstanding Notes under the Indenture will become due and payable immediately. The description of the Supplemental Indenture set forth above does not purport to be complete and is qualified in its entirety by reference to the Supplemental Indenture filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

The Notes were registered pursuant to the Registration Statement that the Company filed with the Securities and Exchange Commission (the "SEC") on May 9, 2016, under the Securities Act of 1933, as amended.

The Company intends to use the net proceeds from the Offering, together with, in certain cases, shares of its common stock, to purchase approximately $292.4 million aggregate principal amount of its 2% Convertible Senior Notes due 2020 (the "2020 Convertible Notes"). The Company also intends to use a portion of the net proceeds to purchase shares of its common stock to offset the shares used as partial consideration in the purchase of its 2020 Convertible Notes. Any remaining proceeds will be added to the Company's funds available for general corporate purposes and may be used to purchase additional 2020 Convertible Notes.

*Underwriters*

In the ordinary course of their respective businesses, the Underwriters or their affiliates have performed and may in the future perform certain commercial banking, investment banking and



advisory services for the Company from time to time for which they have received and may receive in the future customary fees and expenses. Specifically, Goldman, Sachs & Co. advised the Company with respect to the repurchase of the 2020 Convertible Notes. Goldman, Sachs & Co. received customary compensation for its services in connection with such repurchases. Goldman, Sachs & Co. may also act as the Company's agent in connection with any open market repurchases of its shares of common stock as described above.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information provided in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

**Item 8.01. Other Events.**

The Company entered into privately negotiated agreements with certain holders of the 2020 Convertible Notes to repurchase approximately $292.4 million aggregate principal amount of the outstanding 2020 Convertible Notes (the "2020 Convertible Purchases"). These agreements include those agreements that were disclosed in a Current Report on Form 8-K that the Company filed with the SEC on August 4, 2016. The total consideration to be paid by the Company in the 2020 Convertible Purchases consists of approximately $230.7 million in cash and 18,313,482 shares of the Company's common stock.

The Company intends to repurchase shares of its common stock in the future to offset the shares used as partial consideration in the 2020 Convertible Purchases.

**Item 9.01. Financial Statements and Exhibits.**

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits. The following exhibits are being filed herewith:

(1.1) Underwriting Agreement, dated August 2, 2016, between MGIC Investment Corporation and Goldman, Sachs & Co., as the representative of the underwriters listed therein.*

(4.1) Third Supplemental Indenture, dated August 5, 2016, between MGIC Investment Corporation and U.S. Bank National Association, as Trustee.

---

* The schedules and exhibits referred to in the Underwriting Agreement are not being filed herewith. The registrant agrees to furnish supplementally a copy of any such schedules and exhibits to the Securities and Exchange Commission upon request.



**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 hereunto duly authorized.

MGIC INVESTMENT CORPORATION

Date: August 5, 2016

By: /s/ Jeffrey H. Lane
Jeffrey H. Lane
Executive Vice President, General Counsel and Secretary



**EXHIBIT INDEX**

| Exhibit No. | Description |
|---|---|
| (1.1) | Underwriting Agreement, dated August 2, 2016, between MGIC Investment Corporation and Goldman, Sachs & Co., as the representative of the underwriters listed therein.* |
| (4.1) | Third Supplemental Indenture, dated August 5, 2016, between MGIC Investment Corporation and U.S. Bank National Association, as Trustee. |

* The schedules and exhibits referred to in the Underwriting Agreement are not being filed herewith. The registrant agrees to furnish supplementally a copy of any such schedules and exhibits to the Securities and Exchange Commission upon request.

**Exhibit 1.1**

**EXECUTION VERSION**

**$425,000,000 AGGREGATE PRINCIPAL AMOUNT**

**MGIC INVESTMENT CORPORATION**

**5.750% SENIOR NOTES DUE 2023**

**Underwriting Agreement**

**dated August 2, 2016**

---

**Underwriting Agreement**

August 2, 2016

Goldman, Sachs & Co.
200 West Street
New York, New York 10282-2198
Acting as Representative of the several
Underwriters named in the attached Schedule A.

Ladies and Gentlemen:

MGIC Investment Corporation, a Wisconsin corporation (the "Company"), proposes to issue and sell to the several underwriters named in Schedule A (the "Underwriters") $425,000,000 in aggregate principal amount of its 5.750% Senior Notes due 2023 (the "Securities"). Goldman, Sachs & Co. has agreed to act as representative of the several Underwriters (in such capacity, the "Representative") in connection with the offering and sale of the Securities. The terms Representative and Underwriters shall mean either the singular or plural as the context requires.

The Securities will be subject to the conditions set forth in the indenture, dated as of October 15, 2000 (the "Base Indenture"), between the Company and U.S. Bank National Association, as successor trustee (the "Trustee"), and the third supplemental indenture, to be dated as of the Closing Date (as defined herein), under which the Securities will be issued (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). This Agreement, the Indenture and the Securities are referred to herein collectively as the "Operative Documents."

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (File No. 333-211240), including a prospectus, relating to, among other securities, the Securities. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, at the time it became effective, including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A under the Securities Act or the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (collectively, the "Exchange Act"), is called the "Registration Statement." The base prospectus filed as part of the Registration Statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement relating to the Securities, is hereinafter called the "Basic Prospectus"; any preliminary prospectus (included any preliminary prospectus supplement) relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Securities Act is hereinafter called a "Preliminary Prospectus." The term "Prospectus" shall mean the final prospectus relating to the Securities that is first filed pursuant to Rule 424(b) after the date and time that this Agreement is executed and delivered by the parties hereto. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated

---

by reference therein pursuant to Item 12 of Form S-3, as of the effective date of the Registration Statement or as of the date of such prospectus, as the case may be. All references in this Agreement to the Registration Statement, a Preliminary Prospectus, the Prospectus, or any amendments or supplements to any of the foregoing, shall include any copy thereof filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR").

The Company hereby agrees with the Underwriters as follows:

**Section 1. Representations, Warranties and Covenants of the Company**.

The Company hereby represents and warrants to, and covenants with, each Underwriter as follows:

(a) The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. The Company has complied to the Commission's satisfaction with all requests of the Commission for additional or supplemental information. No stop order suspending the effectiveness of the Registration Statement is in effect, the Commission has not issued any order or notice preventing or suspending the use of the Registration Statement, any Preliminary Prospectus or the Prospectus and no proceedings for such purpose have been instituted or are pending or, to the best knowledge of the Company, are threatened by the Commission. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," and is a well-known seasoned issuer, in each case as defined in Rule 405 under the

Securities Act. The Company will pay the registration fee for this offering pursuant to Rule 456(b)(1) under the Securities Act within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) Each Preliminary Prospectus and the Prospectus when filed complied in all material respects with the Securities Act and the rules thereunder. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective and at the date hereof, complied and will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act") and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Prospectus (including any Prospectus wrapper), as amended or supplemented, as of its date, at the time of any filing pursuant to Rule 424(b) and at the Closing Date, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences do not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, or the Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by the Representative expressly for use therein, it being understood and agreed that the only such information furnished by the



Representative consists of the information described as such in Section 8(b) hereof. There is no contract or other document required to be described in the Prospectus or to be filed as an exhibit to the Registration Statement that has not been described or filed as required.

(c) The documents incorporated by reference in the Prospectus, when they were filed with the Commission, complied in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and none of such documents, when they were so filed, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The term "Disclosure Package" shall mean (i) the Preliminary Prospectus, as amended or supplemented, as of the Applicable Time (as defined below), (ii) the Final Term Sheet (as defined herein) and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Schedule B. As of 4:20 P.M. (Eastern time) on the date of execution and delivery of this Agreement (the "Applicable Time"), the Disclosure Package did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(e) Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, used, authorized, approved or referred to and will not prepare, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Schedule B, the Final Term Sheet, each electronic road show and any other written communications approved in writing in advance by the Representative, which approval shall not be unreasonably withheld, conditioned or delayed. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus filed prior to the first use of such Issuer Free Writing Prospectus, did not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from each such Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(f) The statements in the Disclosure Package and the Prospectus under the headings "Description of Notes" and "Description of Debt Securities," insofar as they purport to constitute



a summary of the terms of the Securities and under the caption "Material U.S. Federal Tax Consequences" insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The Indenture has been duly authorized by the Company and duly qualified under the Trust Indenture Act and, on the Closing Date, the Indenture will have been duly executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the Trustee, will constitute a legally valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles; and the Indenture will comply in all material respects with the applicable requirements of the Trust Indenture Act and conforms in all material respects to the description thereof contained in the Disclosure Package and the Prospectus.

(i) The Securities have been duly authorized by the Company; when the Securities are executed, authenticated and issued in accordance with the terms of the Indenture and delivered to and paid for by the Underwriters pursuant to this Agreement on the Closing Date (assuming due authentication of the Securities by the Trustee), such Securities will constitute legally valid and binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles; and the Securities will conform in all material respects to the description thereof contained in the Disclosure Package and the Prospectus.

(j) The Company has been duly incorporated and is validly existing as a corporation under the laws of the State of Wisconsin, with power and authority (corporate and other) to own its properties and conduct its business as described in the Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing (or the local equivalent) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to so qualify or to be in good standing would not result, individually or in the aggregate, in a material adverse effect on the business, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business (a "Material Adverse Effect").

(k) Each of the Company's subsidiaries that constitutes a "significant subsidiary" (as such term is defined in Rule 1-02 of Regulation S-X) as of the last day of the Company's most recent fiscal year (each a "Subsidiary" and collectively, the "Subsidiaries") has been duly organized and is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction of its incorporation or organization, with power and authority (corporate and other) to own its properties and conduct its business as described in the Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation or limited liability company for the transaction of its business as described in the Disclosure Package and the Prospectus under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to so qualify or



to be in good standing, individually or in the aggregate, would not result in a Material Adverse Effect.

(l) The authorized, issued and outstanding shares of capital stock of the Company as of June 30, 2016 is as set forth in the "Capitalization" section of the Disclosure Package and the Prospectus, and such shares of capital stock have been duly authorized and validly issued by the Company and are fully paid and non-assessable, and none of such shares of capital stock was issued in violation of pre-emptive or other similar rights of any security holder of the Company. All of the outstanding shares of capital stock or limited liability company interests of each Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable, and, except as otherwise set forth in the Disclosure Package and the Prospectus, all outstanding shares of capital stock of the Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens or encumbrances.

(m) The financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Disclosure Package, the Prospectus and the Registration Statement present fairly in all material respects the consolidated financial condition, results of operations and cash flows of the Company and its consolidated subsidiaries as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Securities Act or the Exchange Act, as applicable, and have been prepared in conformance with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto. The financial data set forth in the Preliminary Prospectus and the Prospectus under the captions "Prospectus Supplement Summary—Summary Consolidated Financial Information" and "Capitalization" fairly present the information set forth therein on a basis consistent with that of the audited financial statements incorporated by reference in the Registration Statement.

(n) PricewaterhouseCoopers LLP, who have certified the financial statements included or incorporated by reference in the Disclosure Package, the Prospectus and the Registration Statement and have audited the Company's internal control over financial reporting and management's assessment thereof, are independent public accountants as required by the Securities Act and the Exchange Act.

(o) Since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), except as otherwise stated therein, (i) there has been no material adverse change, or any development involving a prospective material adverse change, in or affecting the business, financial condition, results of operations or prospects of the Company and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business (a "Material Adverse Change") and (ii) there have been no transactions entered into by the Company or any of its subsidiaries, other than those arising in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise.



(p) The execution, delivery and performance of the Operative Documents and any other agreement or instrument entered into or issued or to be entered into or issued by the Company in connection with the transactions contemplated hereby or thereby or in the Registration Statement, the Disclosure Package and the Prospectus and the consummation of the transactions contemplated herein and in the Registration Statement, the Disclosure Package and the Prospectus and compliance by the Company with its obligations hereunder and thereunder do not and will not conflict with or result in a breach of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any assets, properties or operations of the Company or any of its subsidiaries pursuant to, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the assets, properties or operations of the Company or any of its subsidiaries is subject (collectively, the "Agreements and Instruments") the result of which would have a Material Adverse Effect, nor will such action result in any violation of the provisions of (i) the charter or bylaws of the Company or any of its Subsidiaries or (ii) any applicable law or statute or any order, rule, regulation or judgment of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their assets, properties or operations, except, in the case of clause (ii), for any such violations that would not, individually or in the aggregate, result in a Material Adverse Effect.

(q) There is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body now pending, or to the knowledge of the Company threatened, against or affecting the Company or any of its subsidiaries or any director or officer of the Company which is required to be disclosed in the Registration Statement, the Disclosure Package and the Prospectus (other than as stated therein, including documents incorporated by reference), or which might reasonably be expected to result in a Material Adverse Effect (other than as stated therein, including the documents incorporated by reference), or have a material adverse effect on the consummation of the transactions contemplated under the Disclosure Package and the Prospectus, the Operative Documents or the performance by the Company of its obligations hereunder and thereunder; and the aggregate of all pending legal or governmental proceedings to which the Company or any of its subsidiaries is a party or of which any of their respective assets, properties or

operations is the subject which is not described in the Registration Statement, the Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business, is not reasonably expected to result in a Material Adverse Effect.

(r) No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the due authorization, execution and delivery by the Company of the Operative Documents or for the performance by the Company of the transactions contemplated under the Disclosure Package, the Prospectus and the Operative Documents, except such as have already been made, obtained or rendered, as applicable, and such as may be required under state securities or blue sky laws or Canadian provincial securities laws or other foreign laws.

(s) Each insurance company subsidiary of the Company (collectively, the "Insurance Subsidiaries") is duly licensed as an insurance company in its jurisdiction of organization and is duly licensed or authorized as an insurer in each jurisdiction outside its jurisdiction of organization where it is required to be so licensed or authorized to conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, except where the failure to be so licensed or authorized, individually or in the aggregate, would not result in a Material Adverse Effect.



(t) Neither the Company nor any of its subsidiaries is (i) in violation or in default (or, with the giving of notice or lapse of time, would be in default) ("Default") under its charter or by-laws, (ii) in Default under any indenture, mortgage, loan or credit agreement, deed of trust, note, contract, franchise, lease or other agreement, obligation, condition, covenant or instrument to which the Company or such subsidiary is a party or by which it may be bound, or to which any of the property or assets of the Company or any of its subsidiaries is subject or (iii) in violation of any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except with respect to clause (ii) only, for such Defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(u) The Company and each subsidiary possess such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and neither the Company nor any subsidiary has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could have a Material Adverse Effect.

(v) The Company and its subsidiaries have filed all necessary federal, state, local and foreign income and franchise tax returns in a timely manner and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments, fines or penalties as may be being contested in good faith and by appropriate proceedings. The Company has made appropriate provisions in the applicable financial statements referred to in paragraph (m) above in respect of all federal, state, local and foreign income and franchise taxes for all current or prior periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined.

(w) There are no business relationships or related-party transactions involving the Company or any subsidiary or any other person required to be described in the Preliminary Prospectus or the Prospectus that have not been described as required.

(x) None of the following events has occurred or exists: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the regulations and published interpretations thereunder with respect to a Plan, determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal or state governmental agency or any foreign regulatory agency with respect to the employment or compensation of employees by any member of the Company that could have a material adverse effect on the Company; (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by any member of the Company that could have a Material Adverse Effect. None of the following events has occurred or is reasonably likely to occur: (i) a material increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Company compared to the amount of such contributions made in the Company's most recently completed fiscal year; (ii) a material increase in the Company's "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) compared to the amount of such obligations in the



Company's most recently completed fiscal year; (iii) any event or condition giving rise to a liability under Title IV of ERISA that could have a Material Adverse Effect; or (iv) the filing of a claim by one or more employees or former employees of the Company related to their employment that could have a Material Adverse Effect. For purposes of this paragraph, the term "Plan" means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which any member of the Company may have any liability.

(y) The Company is not and, and after receipt of payment for the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act").

(z) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(aa) The Company maintains (i) effective internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act, as amended, and (ii) a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(bb) Except as disclosed in the Disclosure Package and the Prospectus, or in any document incorporated by reference therein, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(cc) The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15 of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(dd) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines,



issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ee) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or authorized representative of the Company or any of its subsidiaries is an individual or entity ("Person") currently subject to any sanctions administered by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Sanctions"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions administered by OFAC; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person for the purpose of financing the activities of any Person currently subject to Sanctions administered by OFAC.

(ff) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(gg) The Company has not taken and will not take, directly or indirectly, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(hh) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or other person acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and the Company and its subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to reasonably ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

Any certificate signed by an officer of the Company and delivered to the Representative or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to each Underwriter as to the matters set forth therein.

**Section 2. Purchase, Sale and Delivery of the Securities**

(a) *The Securities.* The Company agrees to issue and sell to the several Underwriters the Securities upon the terms herein set forth. On the basis of the representations, warranties and agreements herein contained, and upon the terms but subject to the conditions herein set forth, the Underwriters agree, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite their names on Schedule A at a purchase price of



98.375% of the aggregate principal amount thereof, plus accrued interest, if any, from August 5, 2016 to the Closing Date (as defined below).

(b) *The Closing Date.* Delivery of the Securities to be purchased by the Underwriters and payment therefor shall be made at the offices of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (or such other place as may be agreed to by the Company and the Representative) at 9:00 a.m. New York City time, on August 5, 2016, or such other time and date not later than 1:30 p.m. New York City time, on August 5, 2016, as the Representative shall designate by notice to the Company (the time and date of such closing are called the "Closing Date").

(c) *Public Offering of the Securities*. The Representative hereby advises the Company that the Underwriters intend to offer for sale to the public, as described in the Prospectus, their respective portions of the Securities as soon after this Agreement has been executed and delivered as the Representative, in its sole judgment, has determined is advisable and practicable.

(d) *Payment for the Securities.* Payment for the Securities shall be made at the Closing Date by wire transfer of immediately available funds to the order of the Company.

It is understood that the Representative has been authorized, for its own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Securities the Underwriters have agreed to purchase. Goldman, Sachs & Co., individually

and not as the Representative of the Underwriters, may (but shall not be obligated to) make payment for any Securities to be purchased by any Underwriter whose funds shall not have been received by the Representative by the Closing Date for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

(e) *Delivery of the Securities.* The Company shall deliver, or cause to be delivered, to the Representative for the accounts of the several Underwriters the Securities at the Closing Date, against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representative shall otherwise instruct. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriters.

(f) *Delivery of Prospectus to the Underwriters.* Not later than 10:00 a.m. on the second business day following the date the Securities are first released by the Underwriters for sale to the public, the Company shall deliver or cause to be delivered, copies of the Prospectus in such quantities and at such places as the Representative shall request.

**Section 3. Covenants of the Company**

The Company covenants and agrees with each Underwriter as follows:

(a) *Representative's Review of Proposed Amendments and Supplements.* During the period beginning on the Applicable Time and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, the Prospectus is no longer required by law to be delivered in connection with sales by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 (the "Prospectus



Delivery Period"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, subject to Section 3(e), the Company shall furnish to the Representative for review a copy of each such proposed amendment or supplement, and the Company shall not file, use or distribute any such proposed amendment or supplement to which the Representative reasonably objects; provided, however, that the provisions of this subsection (a) shall not apply to any of the Company's periodic filings under the Exchange Act described in Section 3(c), copies of which filings in substantially final form the Company has delivered to you in advance of their transmission to the Commission for filing and provided you a reasonable opportunity to comment thereon.

(b) *Securities Act Compliance*. After the date of this Agreement, the Company shall promptly advise the Representative in writing (i) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission relating to the Registration Statement, (ii) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus, (iii) of the time and date that any post-effective amendment to the Registration Statement becomes effective, (iv) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act and (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order or notice preventing or suspending the use of the Registration Statement, any Preliminary Prospectus, the Prospectus or any Issuer Free Writing prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Securities from any securities exchange upon which they are listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. The Company shall use its reasonable best efforts to prevent the issuance of any such stop order or notice of prevention or suspension of such use. If the Commission shall enter any such stop order or issue any such notice at any time, the Company will use its reasonable best efforts to obtain the lifting or reversal of such order or notice at the earliest possible moment, or, subject to Section 3(a), will file an amendment to the Registration Statement or will file a new registration statement and use its reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430A, 433, as applicable, under the Securities Act, including with respect to the timely filing of documents thereunder, and the Company shall pay the registration fee for this offering within the time period required by Rule 456(b)(1) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(c) *Exchange Act Compliance*. During the Prospectus Delivery Period, the Company will file all documents required to be filed with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act in the manner and within the time periods required by the Exchange Act.

(d) *Amendments and Supplements to the Registration Statement, Disclosure Package and Prospectus and Other Securities Act Matters.* If, during the Prospectus Delivery Period, any event or development shall occur or condition exist as a result of which the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus, as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if it shall be necessary to amend or supplement the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus in



order to make the statements therein, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading, or if in the opinion of the Representative it is otherwise necessary to amend or supplement the Registration Statement, the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus, or to file a new registration statement, in order to comply with law, including in connection with the delivery of the Prospectus, the Company agrees to (i) notify the Representative of any such event or condition and (ii) promptly prepare (subject to Sections 3(a) and 3(e) hereof), file with the Commission (and use its reasonable best efforts to have any amendment to the Registration Statement or any new registration statement to be declared effective) and furnish at its own expense to the Underwriters and to dealers, amendments or supplements to the Registration Statement, the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus, or any new registration statement, necessary in order to make the statements in the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus as so amended or supplemented, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading or so that the Registration Statement, the Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus, as amended or supplemented, will comply with law.

(e) *Free Writing Prospectuses.* Before using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, the Company will furnish to the Representative and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus for review and will not use, authorize,

approve, refer to or file any such Issuer Free Writing Prospectus to which the Representative reasonably objects.

(f) *Copies of the Registration Statement, the Prospectus and any Issuer Free Writing Prospectus.* The Company will furnish to the Representative and counsel for the Underwriters signed copies of the Registration Statement and any amendments thereto (including, in each case, exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Securities Act, as many copies of each Preliminary Prospectus, the Prospectus and any supplement thereto and the Disclosure Package and any Issuer Free Writing Prospectus as the Representative may reasonably request.

(g) *Blue Sky Compliance.* The Company shall cooperate with the Representative and counsel for the Underwriters to qualify or register the Securities for sale under (or obtain exemptions from the application of) the state securities or blue sky laws or Canadian provincial securities laws or other foreign laws of those jurisdictions designated by the Representative, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation, other than those arising out of the offering or sale of the Securities in any jurisdiction where it is not now so subject. The Company will advise the Representative promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment.

(h) *DTC.* The Company will cooperate with the Representative and use its reasonable best efforts to permit the Securities to be eligible for clearance and settlement through The Depository Trust Company.



(i) *Use of Proceeds.* The Company shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption "Use of Proceeds" in the Disclosure Package and the Prospectus.

(j) *Earnings Statement.* As soon as practicable, the Company will make generally available to its security holders and to the Representative an earnings statement (which need not be audited) covering the twelve-month period ending June 30, 2017 that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act.

(k) *Periodic Reporting Obligations.* During the Prospectus Delivery Period, the Company shall file, on a timely basis, with the Commission and the New York Stock Exchange all reports and documents required to be filed under the Exchange Act.

(l) *Agreement Not to Offer or Sell Additional Securities.* During the period commencing on the date hereof and continuing to and including the Closing Date, the Company will not, without the prior written consent of the Representative (which consent may be withheld at the sole discretion of the Representative), directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act relating to any securities of the Company that are substantially similar to the Securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing.

(m) *Compliance with Sarbanes-Oxley Act.* The Company will comply with all applicable securities and other laws, rules and regulations, including, without limitation, the Sarbanes-Oxley Act, and use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes-Oxley Act.

(n) *Investment Limitation.* The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Securities in such a manner as would require the Company or any of its subsidiaries to register as an investment company under the Investment Company Act.

(o) *No Manipulation of Price.* The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Securities.

(p) *Final Term Sheet.* The Company will prepare a final term sheet, containing solely a description of the Securities and the offering thereof, in the form approved by you and attached as Schedule C hereto (the "Final Term Sheet").

(q) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(r) *New Shelf Registration Statement.* If by the third anniversary (the "Renewal Deadline") of the initial effective date of the Registration Statement, any of the Securities remain unsold by the Underwriters, the Company will use reasonable best efforts to file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to



the Securities, in a form reasonably satisfactory to you. If, at the Renewal Deadline, the Company is no longer eligible to file an automatic shelf registration statement, the Company will use reasonable best efforts to file, if it has not already done so, a new shelf registration statement relating to the Securities, in a form reasonably satisfactory to you and will use its reasonable best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will use reasonable best efforts to take all other action reasonably necessary to permit the public offering and sale of the Securities to continue, in all material respects, as contemplated in the expired registration statement relating to the Securities. References in Section 1 hereof to the Registration Statement shall include, as applicable, such new automatic shelf registration statement or such new shelf registration statement, as the case may be.

The Representative, on behalf of the several Underwriters, may, in its sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

**Section 4. Payment of Expenses**

The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder, including without limitation (i) all expenses incident to the issuance and delivery of the Securities (including all printing and engraving costs), (ii) all fees and expenses of the Trustee under the Indenture, (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Underwriters, (iv) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors, (v) all costs and expenses incurred in connection with the preparation, filing, printing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), each Preliminary Prospectus and the Prospectus, and all amendments and supplements thereto, and the Operative Documents, (vi) all filing fees, attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the state securities or blue sky laws or the provincial securities laws of Canada, and, if requested by the Representative, preparing and printing a "Blue Sky Survey" or memorandum, and any supplements thereto, advising the Underwriters of such qualifications, registrations and exemptions (including the fees and disbursements of counsel for the Underwriters in an amount not to exceed $10,000), (vii) the expenses of the Company and the Underwriters in connection with the marketing and offering of the Securities, including all transportation and other expenses incurred in connection with presentations to prospective purchasers of the Securities, except that the Company and the Underwriters will each pay 50% of the cost of privately chartered airplanes used for such purposes and (viii) all other fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement. Except as provided in this Section 4, Section 6, Section 8, Section 9 and Section 11 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

**Section 5. Conditions of the Obligations of the Underwriters**

The obligations of the several Underwriters to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations, warranties and agreements on the part of the Company set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made, to the accuracy of the statements of the



Company made in any certificates pursuant to the provisions hereof, to the timely performance by the Company of its covenants and other obligations hereunder, and to each of the following additional conditions:

(a) *Accountants' Comfort Letter.* On each of the date hereof and the Closing Date, PricewaterhouseCoopers LLP shall have furnished to you a letter, dated such date, in form and substance reasonably satisfactory to you, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus.

(b) *Compliance with Registration Requirements; No Stop Order.* For the period from and after effectiveness of this Agreement and prior to the Closing Date:

(i) the Company shall have filed the Prospectus with the Commission (including the information required by Rule 430A under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act, to the extent required by Rule 433 under the Securities Act;

(ii) no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment to the Registration Statement pursuant to Rule 401(g)(2) under the Securities Act shall have been received by the Company; and

(iii) no stop order suspending the effectiveness of the Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission.

(c) *No Material Adverse Change or Rating Agency Change.* For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Representative there shall not have occurred any Material Adverse Change;

(ii) there shall not have been any change or decrease specified in the letter or letters referred to in paragraph (a) of this Section 5 which is, in the sole judgment of the Representative, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Disclosure Package and the Prospectus; and

(iii) other than as contemplated by the Disclosure Package and the Prospectus, there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any securities of the Company or any of its subsidiaries or the Company's or Mortgage Guaranty Insurance Corporation's financial strength or claims paying ability by any "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.



(d) *Opinion of Counsel for the Company.* On the Closing Date, the Representative shall have received (i) the favorable opinion of Foley & Lardner LLP, counsel for the Company, other than as to paragraphs (x) and (xi) thereof insofar as such paragraphs relate to insurance law matters, and (ii) the General Counsel or Associate General Counsel of the Company, as to paragraphs (x) and (xi) thereof insofar as such paragraphs relate to insurance law matters, each dated as of such Closing Date, the form of which is attached as Exhibit A.

(e) *Opinion of Counsel for the Underwriters*. On the Closing Date, the Representative shall have received the favorable opinion of Mayer Brown LLP, counsel for the Underwriters, dated as of such Closing Date, in form and substance satisfactory to, and addressed to, the Representative, with respect to the issuance and sale of the Securities, the Registration Statement, the Prospectus (together with any supplement thereto), the Disclosure Package and such

other related matters as the Representative may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) *Officers' Certificate.* On the Closing Date, the Representative shall have received a written certificate executed by the Chairman of the Board, Chief Executive Officer or President of the Company and the Chief Financial Officer or Chief Accounting Officer of the Company, dated as of such Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus and any amendment or supplement thereto, and any amendment or supplement thereto and this Agreement, to the effect set forth in subsections (b) and (c)(iii) of this Section 5, and further to the effect that, to the best of their knowledge, after reasonable investigation:

(i) for the period from and after the date of this Agreement and prior to such Closing Date, there has not occurred any Material Adverse Change;

(ii) the representations, warranties and covenants of the Company set forth in Section 1 of this Agreement are true and correct on and as of the Closing Date, with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) the Company has complied with all the agreements hereunder and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(g) *Additional Documents.* On or before the Closing Date, the Representative and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representative by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 4, Section 6, Section 8, Section 9 and Section 14 shall at all times be effective and shall survive such termination.



**Section 6. Reimbursement of Underwriters' Expenses**

If this Agreement is terminated by the Representative pursuant to Section 5 or Section 11, or if the sale to the Underwriters of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Representative and the other Underwriters (or such Underwriters as have terminated this Agreement with respect to themselves), severally, upon demand for all out-of-pocket expenses that shall have been reasonably incurred by the Representative and the Underwriters in connection with the proposed purchase and the offering and sale of the Securities, including but not limited to fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

**Section 7. Effectiveness of this Agreement**

This Agreement shall become effective upon the execution and delivery of this Agreement by the parties hereto.

**Section 8. Indemnification**

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees and agents, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, director, officer, employee, agent or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430A, Rule 430B or Rule 430C under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Disclosure Package, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus, the Final Term Sheet, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any Prospectus wrapper or any "road show" (as defined in Rule 433 under the Securities Act) not constituting a "free writing prospectus" (a "Non-FWP Road Show"), or the omission or alleged omission therefrom of a material fact, in each case, necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and to reimburse each Underwriter, its officers, directors, employees, agents and each such controlling person for any and all expenses (including the fees and disbursements of counsel chosen by the Representative) as such expenses are reasonably incurred by such Underwriter, or its officers, directors, employees, agents or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by the Representative expressly for use in the Registration Statement, any Preliminary Prospectus, the Prospectus (or any amendment or supplement thereto), the Disclosure Package, any Issuer Free Writing Prospectus, the Final Term Sheet or any



Non-FWP Road Show. The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) *Indemnification of the Company, its Directors and Officers.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as

contemplated below) arises out of or is based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Prospectus (or any amendment or supplement thereto), the Disclosure Package, any Free Writing Prospectus, the Final Term Sheet or any Non-FWP Road Show, or arises out of or is based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Prospectus (or any amendment or supplement thereto), the Disclosure Package, any Free Writing Prospectus, the Final Term Sheet or any Non-FWP Road Show, in reliance upon and in conformity with written information furnished to the Company by the Representative expressly for use therein; and to reimburse the Company, or any such director, officer or controlling person for any legal and other expense reasonably incurred by the Company, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company hereby acknowledges that the only information that the Underwriters have furnished to the Company expressly for use in the Registration Statement, any Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) or any Free Writing Prospectus, the Final Term Sheet or any Non-FWP Road Show are the information appearing in the table in the first paragraph under the caption "Underwriting" in the Prospectus relating to the principal amount of Securities to be purchased by each Underwriter, the percentage appearing in the third paragraph under the caption "Underwriting" in the Prospectus relating to securities dealer discounts and the information contained in the seventh paragraph under the caption "Underwriting" in the Prospectus relating to stabilization activities. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof (in such detail as may be available to such indemnified person), but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified



party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (other than local counsel), reasonably approved by the indemnifying party (or by the Representative in the case of Section 8(b)), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) *Settlements.* The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, which shall not be withheld unreasonably, but if settled with such consent or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 8(c) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

**Section 9. Contribution**

If the indemnification provided for in Section 8 is for any reason unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or



(ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, and the total underwriting discount received by the Underwriters, in each case as set

forth on the front cover page of the Prospectus, bear to the aggregate initial public offering price of the Securities as set forth on such cover. The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting commissions received by such Underwriter in connection with the Securities underwritten by it and distributed to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each director, officer, employee and agent of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act shall have the same rights to contribution as the Company.

**Section 10. Default of One or More of the Several Underwriters**

If, on the Closing Date, any one or more of the several Underwriters shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on such date, and the aggregate principal amount number of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate principal amount of the Securities to be purchased on such date, the other Underwriters shall be



obligated, severally, in the proportions that the principal amount of Securities set forth opposite their respective names on Schedule A bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Representative with the consent of the non-defaulting Underwriters, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date. If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities and the aggregate principal amount of Securities with respect to which such default occurs exceeds 10% of the aggregate principal amount of Securities to be purchased on such date, and arrangements satisfactory to the Representative and the Company for the purchase of such Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any non-defaulting party to any other party except that the provisions of Section 4, Section 6, Section 8, Section 9 and Section 14 shall at all times be effective and shall survive such termination. In any such case either the Representative or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days in order that the required changes, if any, to the Registration Statement and the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "Underwriter" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 10. Any action taken under this Section 10 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

**Section 11. Termination of this Agreement**

On or prior to the Closing Date, this Agreement may be terminated by the Representative by notice given to the Company if at any time (i) trading or quotation in any of the Company's securities shall have been suspended or limited by the Commission or by the New York Stock Exchange, or trading in securities generally on the New York Stock Exchange shall have been suspended or limited, or minimum or maximum prices shall have been generally established by the Commission or on such stock exchange; (ii) a general banking moratorium shall have been declared by any federal or New York authority or a material disruption in commercial banking or securities settlement or clearance services in the United States has occurred; or (iii) there shall have occurred any outbreak or escalation of national or international hostilities or declaration of a national emergency or war by the United States or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representative is material and adverse and makes it impracticable or inadvisable to market the Securities in the manner and on the terms described in the Disclosure Package and the Prospectus or to enforce contracts for the sale of securities. Any termination pursuant to this Section 11 shall be without liability on the part of (a) the Company to any Underwriter, except that the Company shall be obligated to reimburse the expenses of the Representative and the Underwriters pursuant to Sections 4 and Section 6 hereof or (b) any Underwriter to the Company.

**Section 12. No Advisory or Fiduciary Responsibility**

The Company acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, and the



Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in respect of each transaction contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company or its affiliates, shareholders, creditors or employees or any other party in

respect of such transaction; (iii) no Underwriter has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that the several Underwriters have no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship in respect of any transaction contemplated hereby; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the several Underwriters, or any of them, with respect to the subject matter hereof. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Underwriters with respect to any breach or alleged breach of agency or fiduciary duty.

**Section 13. Research Analyst Independence**

The Company acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their respective investment banking divisions. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advise communicated to the Company by such Underwriters' investment banking divisions. The Company acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

**Section 14. Representations and Indemnities to Survive Delivery**

The respective indemnities, contribution, agreements, representations, warranties and other statements of the Company, of its officers, and of the several Underwriters set forth in or made pursuant to this Agreement (i) will remain operative and in full force and effect, regardless of any (A) investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the officers or employees of any Underwriter, or any person controlling the



Underwriter, the Company, the officers or employees of the Company, or any person controlling the Company, as the case may be, or (B) acceptance of the Securities and payment for them hereunder and (ii) will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

**Section 15. Notices**

All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Representative:
Goldman, Sachs & Co.
200 West Street
New York, NY 10282-2198
Facsimile: (212) 902-3000
Attention: Registration Department

with a copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Facsimile: 312-706-8106
Attention: Edward S. Best

If to the Company:

MGIC Investment Corporation
MGIC Plaza
250 East Kilbourn Avenue
Milwaukee, Wisconsin 53202
Facsimile: (414) 347-6959
(414) 347-2655
Attention: Treasurer
General Counsel

with a copy to:

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Facsimile: 414-297-5670
Attention: Benjamin F. Garmer, III

Patrick G. Quick
Mark Plichta

Any party hereto may change the address for receipt of communications by giving written notice to the others.



**Section 16. Successors and Assigns**

This Agreement will inure to the benefit of and be binding upon the parties hereto, including any substitute Underwriters pursuant to Section 10 hereof, and to the benefit of (i) the Company, its directors, any person who controls the Company within the meaning of the Securities Act or the Exchange Act and any officer of the Company who signs the Registration Statement, (ii) the Underwriters, the officers, directors, employees and agents of the Underwriters, and each person, if any, who controls any Underwriter within the meaning of the Securities Act or the Exchange Act, and (iii) the respective successors and assigns of any of the above, all as and to the extent provided in this Agreement, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include a purchaser of any of the Securities from any of the several Underwriters merely because of such purchase.

**Section 17. Partial Unenforceability**

The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

**Section 18. Governing Law Provisions**

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK. The Company agrees to the non-exclusive jurisdiction of the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York for any suit or proceeding arising in respect of this agreement and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.**

**Section 19. Waiver of Jury Trial**

The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 20. General Provisions**

This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.



The Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

Each of the parties hereto acknowledges that it is a sophisticated business person who was adequately represented by counsel during negotiations regarding the provisions hereof, including, without limitation, the indemnification provisions of Section 8 and the contribution provisions of Section 9, and is fully informed regarding said provisions.

*[Signature Page Follows]*



If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

**MGIC INVESTMENT CORPORATION**

By: /s/ Timothy J. Mattke
Name: Timothy J. Mattke
Title: Executive Vice President and Chief Financial Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Representative as of the date first above written.

**GOLDMAN, SACHS & CO.**
Acting as Representative of the several Underwriters named in the attached Schedule A.

By: /s/ Ariel Fox
Name: Ariel Fox
Title: Vice President

---

**SCHEDULE A**

| Underwriters | | Aggregate Principal Amount of Securities to be Purchased |
|---|---|---|
| Goldman, Sachs & Co. | $ | 382,500,000 |
| Morgan Stanley & Co. LLC | $ | 42,500,000 |
| Total | $ | 425,000,000 |



---

**SCHEDULE B**

**Free-Writing Prospectuses**

The Final Term Sheet set forth in Schedule C filed with the Commission as a free writing prospectus on August 2, 2016 at 5:02 P.M. (Eastern).



---

**SCHEDULE C**

**Final Term Sheet**



---

**Supplementing the Preliminary Prospectus Supplement dated August 1, 2016 (To Prospectus dated May 9, 2016)**

**$425,000,000**

**5.750% Senior Notes due 2023**

*Pricing Term Sheet*

August 2, 2016

***The information in this pricing term sheet should be read together with the preliminary prospectus supplement dated August 1, 2016 (the "Preliminary Prospectus Supplement"), relating to the offering of 5.750% Senior Notes due 2023 by MGIC Investment Corporation (the "Issuer"). The information in this pricing term sheet supplements the Preliminary Prospectus Supplement and supersedes the information in the Preliminary Prospectus Supplement to the extent inconsistent with the information contained therein.***

| | |
|---|---|
| Issuer: | MGIC Investment Corporation |
| Securities: | 5.750% Senior Notes due 2023 (the "Notes") |
| Aggregate Principal Amount Offered: | $425,000,000 |
| Price to Public: | 100% of principal amount plus accrued interest, if any, from August 5, 2016 |

| | |
|---|---|
| Net Proceeds to Issuer After Underwriting Discount But Before Offering Expenses: | $418,093,750 |
| Maturity Date: | August 15, 2023 |
| Trade Date: | August 2, 2016 |
| Settlement Date: | August 5, 2016 |
| Coupon: | 5.750% |
| Interest Payment Dates: | Semi-annually on February 15 and August 15, beginning on February 15, 2017 |
| Interest Record Dates: | February 1 and August 1 |
| Benchmark Treasury: | 2.500% UST due 08/15/2023 |
| Benchmark Treasury Price and Yield: | 107-26; 1.326% |
| Spread to Benchmark Treasury: | +442 basis points |
| Yield to Maturity: | 5.750% |
| Ranking: | Senior Unsecured |



| | |
|---|---|
| Optional Redemption: | The Issuer may redeem the Notes, in whole or in part, at its option at any time or from time to time prior to maturity at a redemption price equal to the greater of (i) 100% of the aggregate principal amount of the Notes to be redeemed and (ii) the make-whole amount, which is the sum of the present values of the remaining scheduled payments of principal and interest in respect of the Notes to be redeemed discounted at the Treasury Rate plus 50 basis points, plus, in each case, accrued interest thereon to, but excluding, the redemption date. |
| Use of Proceeds: | We intend to use the net proceeds from this offering, together with, in certain cases, shares of our common stock, to purchase approximately $292 million aggregate principal amount of our 2020 Convertible Notes. We also intend to use a portion of the net proceeds to purchase shares of our common stock to offset the shares used as partial consideration in the purchase of our 2020 Convertible Notes. Any remaining proceeds, which we currently expect to be approximately $53 million, will be added to our funds available for general corporate purposes and may be used to purchase additional 2020 Convertible Notes. The excess of the purchase price of the 2020 Convertible Notes over their par value will be reflected as a loss in our Statement of Operations in the third quarter of 2016, net of tax. The foregoing discussion of our use of proceeds from this offering reflects our current estimates based on our latest discussions with holders of our 2020 Convertible Notes and the closing market price of our common stock on August 1, 2016; however, we do not have definitive agreements in place with respect to certain of the anticipated repurchase transactions, and the price at which we purchase shares of our common stock will likely be different, and therefore our actual use of proceeds from this offering may change from these estimates. |
| CUSIP/ISIN: | 552848AF0/US552848AF09 |
| Sole Book-Running Manager: | Goldman, Sachs & Co. |
| Co-manager: | Morgan Stanley & Co. LLC |

**This communication is intended for the sole use of the person to whom it is provided by us.**

**The issuer has filed a registration statement (including the Preliminary Prospectus Supplement and an accompanying prospectus, dated May 9, 2016) with the SEC for the offering to which this communication relates. Before you invest, you should read the Preliminary Prospectus Supplement, and the accompanying prospectus in the registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Notes offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, you may obtain copies from Goldman, Sachs & Co., at 200 West Street, New York, NY 10282, Attention: Prospectus Department, by telephone at 1-866-471-2526 or by emailing prospectus-ny@ny.email.gs.com.**

**ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.**

**EXHIBIT A**

**[Form of Opinion of Counsel for the Company]**

**Exhibit 4.1**

**EXECUTION VERSION**

**MGIC INVESTMENT CORPORATION**

as Issuer

and

**U.S. BANK NATIONAL ASSOCIATION**
(as successor to Bank One Trust Company, National Association)

as Trustee

---

**Third Supplemental Indenture**

Dated as of August 5, 2016

Third Supplemental to Indenture dated as of October 15, 2000

---

**5.750% Senior Notes due 2023**

---

**TABLE OF CONTENTS**


| | | Page |
|---|---|---|
| ARTICLE 1. | DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION | 2 |
| Section 1.01 | Scope of Supplemental Indenture | 2 |
| Section 1.02 | Definitions | 2 |
| ARTICLE 2. | THE NOTES | 7 |
| Section 2.01 | Title and Terms; Payments | 7 |
| Section 2.02 | Book-Entry Provisions for Global Notes | 8 |
| Section 2.03 | CUSIP Numbers | 8 |
| Section 2.04 | Reporting Requirement | 8 |
| ARTICLE 3. | COVENANTS | 9 |
| Section 3.01 | Amendment and Restatement of Section 10.5 of the Original Indenture | 9 |
| Section 3.02 | Amendment and Restatement of Section 10.6 of the Original Indenture | 10 |
| ARTICLE 4. | REMEDIES | 10 |
| Section 4.01 | Amendment and Restatement of Section 5.1 of the Original Indenture | 10 |
| Section 4.02 | Amendment of Section 5.2 of the Original Indenture | 12 |
| ARTICLE 5. | OPTIONAL REDEMPTION | 12 |
| Section 5.01 | Applicability of Article 11 of the Original Indenture | 12 |
| Section 5.02 | Right to Redeem; Notices to Trustee | 12 |
| Section 5.03 | Notice of Optional Redemption; Selection of Notes | 12 |
| Section 5.04 | Payment of Notes Called for Redemption | 14 |
| Section 5.05 | Restrictions on Redemption | 14 |
| ARTICLE 6. | MISCELLANEOUS | 14 |

| | | |
|---|---|---|
| Section 6.01 | Governing Law | 14 |
| Section 6.02 | Payments on Business Days | 14 |
| Section 6.03 | No Security Interest Created | 15 |
| Section 6.04 | Trust Indenture Act | 15 |
| Section 6.05 | Benefits of Indenture | 15 |
| Section 6.06 | Calculations | 15 |
| Section 6.07 | Table of Contents, Headings, Etc. | 15 |




**TABLE OF CONTENTS**
(continued)


| | | Page |
|---|---|---|
| Section 6.08 | Execution in Counterparts | 15 |
| Section 6.09 | Severability | 16 |


**EXHIBITS**


| | | |
|---|---|---|
| Exhibit A | Form of Note | A-1 |




**THIRD SUPPLEMENTAL INDENTURE**, dated as of August 5, 2016 (this "***Supplemental Indenture***"), between MGIC INVESTMENT CORPORATION, a Wisconsin corporation, as issuer (the "***Company***"), and U.S. BANK NATIONAL ASSOCIATION (as successor to Bank One Trust Company, National Association), a national banking association organized under the laws of the United States, as trustee (the "***Trustee***"), under the Indenture, dated as of October 15, 2000, between the Company and the Trustee (as amended and supplemented from time to time in accordance with the terms thereof, the "***Original Indenture***").

**RECITALS OF THE COMPANY**

WHEREAS, the Company executed and delivered the Original Indenture to the Trustee to provide, among other things, for the issuance from time to time of the Company's unsecured, unsubordinated Securities in an unlimited aggregate principal amount and to bear such rates of interest, to mature at such time or times, to be issued in one or more series and to have such other provisions as might be determined by the Company under the Original Indenture;

WHEREAS, Section 3.1 of the Original Indenture provides for the Company to establish Securities of any series pursuant to an indenture supplemental to the Original Indenture;

WHEREAS, Section 9.1(4) of the Original Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Original Indenture to establish the form or terms of Securities of any series and any Coupons appertaining thereto as permitted by Section 2.1 and Section 3.1 of the Original Indenture without the consent of any Holders;

WHEREAS, the Board of Directors has duly adopted resolutions authorizing the Company to execute and deliver this Supplemental Indenture;

WHEREAS, pursuant to the terms of the Original Indenture, the Company desires to provide for the establishment of a new series of its Securities to be known as its "5.750% Senior Notes due 2023" (the "***Notes***"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Original Indenture and this Supplemental Indenture;

WHEREAS, the form of Note, the certificate of authentication to be borne by each Note, and the form of assignment and transfer to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make (i) this Supplemental Indenture a valid instrument in accordance with its terms, and (ii) the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, for and in consideration of the premises and the purchases of the Notes by the Holders thereof, it

is mutually agreed, for the benefit of the Company and the equal and proportionate benefit of all Holders of the Notes, as follows:

**ARTICLE 1. DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

Section 1.01 *Scope of Supplemental Indenture*.

Except for the modifications to the Original Indenture set forth in Sections 3.01, 3.02, 4.01 and 4.02 hereof and in the definition of "Indebtedness" herein (which in all cases shall apply to the Notes and any other Securities issued from time to time after the date hereof under the Original Indenture, unless a supplemental indenture with respect to such other Securities specifically provides otherwise), the changes, modifications and supplements to the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and shall only govern the terms of, the Notes, which may be issued from time to time, and shall not apply to any other Securities that may be issued under the Original Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. The provisions of this Supplemental Indenture shall supersede any corresponding provisions in the Original Indenture.

Section 1.02 *Definitions*.

For all purposes of the Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(i) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(ii) all words, terms and phrases defined in the Original Indenture (but not otherwise defined herein) shall have the meanings assigned to them in the Original Indenture;

(iii) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(iv) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States of America and, except as otherwise herein expressly provided, the terms "generally accepted accounting principles" or "GAAP" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States of America at the date or time of such computation;

(v) the words "herein," "hereof," "hereto" and "hereunder" and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and

(vi) the word "or" is always used inclusively (for example, the phrase "A or B" means "A or B or both," not "either A or B but not both").



"***Agent Members***" has the meaning specified in Section 2.02.

"***Business Day***" means any calendar day that is not a Saturday, Sunday or legal holiday in New York, New York, and on which commercial banks are open for business in New York, New York.

"***Close of Business***" means 5:00 p.m. (New York City time).

"***Company***" has the meaning specified in the Preamble of this Supplemental Indenture.

"***Comparable Treasury Issue***" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed.

"***Comparable Treasury Price***" means, as to a Redemption Date, (1) the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"***Default***" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"***Depositary***" means The Depository Trust Company until a successor Depositary shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "***Depositary***" shall mean such successor Depositary.

"***Designated Subsidiary***" means any present or future consolidated Subsidiary of the Company, the consolidated shareholders' equity of which constitutes at least 15% of the consolidated shareholders' equity of the Company.

"***Event of Default***" has the meaning specified in Section 4.02.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Global Note***" means any Note that is a Global Security.

"***Global Security***" means a Security that evidences all or part of the Securities of any series and is authenticated and delivered to, and registered in the name of, the Depositary for such Securities or a nominee thereof.

"***Indebtedness***" means, with respect to any Person: (i) the principal of and any premium and interest on, indebtedness of such Person for money borrowed and indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which that Person is responsible or

liable; (ii) all Capitalized Lease Obligations of such Person, as determined under GAAP in effect on the Issue Date without giving effect to any phase-in of the effectiveness of any amendments to GAAP that have been adopted as of the Issue Date; (iii) all



obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all obligations under any title retention agreement (but excluding trade accounts payable and current liabilities arising in the ordinary course of business, deferred purchase price obligations due and payable within 90 days and operating leases, as determined under GAAP in effect on the Issue Date without giving effect to any phase-in of the effectiveness of any amendments to GAAP that have been adopted as of the Issue Date); (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to any letter of credit, banker's acceptance or any similar credit transaction securing obligations entered into in the ordinary course of business); provided that such obligations shall not constitute Indebtedness except to the extent drawn and not repaid within five Business Days; (v) the net obligations of such Person under interest swap agreements, interest rate cap agreements and interest collar agreements and other agreements or arrangements designed to protect that Person against fluctuations in interest rates; (vi) all obligations of the type referred to in clauses (i) through (v) above of other Persons for which that Person is responsible or liable as obligor, guarantor or in a similar capacity, except Indebtedness will not include (a) endorsements for collection or deposit in the ordinary course of business or (b) financial guaranties made by an insurance company (including a financial guaranty company) as an incident to the conduct of its insurance business and in the ordinary course of such business; (vii) all obligations of the type referred to in clauses (i) through (v) above of other Persons secured by any Lien on any property or asset of that Person, the amount of this obligation being deemed to be the lesser of the value of such property or assets and the amount of the obligation so secured; and (viii) any amendments, modifications, refundings, renewals or extensions of any indebtedness or obligation described above.

Notwithstanding the foregoing, Indebtedness of a Person will exclude: (i) post-closing payment adjustments in connection with the purchase by such Person of any business to which the seller may become entitled to the extent such payment is determined by a final closing so long as at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid when due; (ii) customary indemnification obligations; (iii) indebtedness and other obligations that have been defeased, satisfied and discharged, repaid, retired, repurchased and/or redeemed in accordance with their terms; and (iv) indebtedness of an entity or Subsidiary formed for the primary purpose of purchasing or otherwise acquiring mortgage loans, receivables or other similar financial assets from the Company, one of the Subsidiaries of the Company and/or third parties, financing such purchases or otherwise facilitating the financing thereof (including by securitization) and conducting activities related thereto so long as the principal and interest on such indebtedness is not guaranteed by the Company or any of the other Subsidiaries of the Company and such indebtedness is without recourse to the Company or any of the other Subsidiaries of the Company, other than for breaches of representations, warranties, covenants and related indemnities that are customary for securitization financings and similar transactions.

"***Indenture***" means the Original Indenture, as amended and supplemented by this Supplemental Indenture and as it may from time to time be further amended or supplemented by one or more indentures supplemental thereto entered into pursuant to the applicable provisions thereof, including, for all purposes of this Supplemental Indenture and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern the Indenture.



"***Independent Investment Banker***" means Goldman, Sachs & Co., and its successors, or, if such firm is unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee after consultation with the Company.

"***Interest Payment Date***" means, with respect to the payment of interest on the Notes, each February 15 and August 15 of each year.

"***Issue Date***" means August 5, 2016.

"***Lien***" means any pledge, lien or other encumbrance.

"***Maturity Date***" means, with respect to any Note, August 15, 2023.

"***Note***" or "***Notes***" has the meaning specified in the Recitals of this Supplemental Indenture.

"***Optional Redemption***" has the meaning specified in Section 5.02.

"***Original Indenture***" has the meaning specified in the Preamble of this Supplemental Indenture.

"***Person***" means any individual, Corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"***Physical Notes***" means each Note other than any Global Note.

"***Preferred Stock***" in respect of any Corporation means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Corporation, over shares of Capital Stock of any other class of such Corporation.

"***Record Date***" means, with respect to the payment of interest on the Notes, the February 1 (whether or not a Business Day) immediately preceding an Interest Payment Date on February 15 and the August 1 (whether or not a Business Day) immediately preceding an Interest Payment Date on August 15.

"***Redemption Date***" has the meaning specified in Section 5.03.

"***Redemption Notice***" has the meaning specified in Section 5.03.

"***Redemption Price***" means, for any Notes to be redeemed pursuant to Section 5.02, the sum of (a) the greater of (i) 100% of the principal amount of such Notes and (ii) the sum of the present values of the remaining scheduled payments of principal and interest (excluding interest accrued to the Redemption Date) on the Notes to be redeemed discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-



day months) at the applicable Treasury Rate plus 50 basis points, and (b) accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

"***Reference Treasury Dealer***" means (1) Goldman, Sachs & Co., or its successors; provided, however, that if Goldman, Sachs & Co., or its successors shall cease to be a primary U.S. Government securities dealer in New York City, which the Company refers to as a "Primary Treasury Dealer", the Company will substitute another Primary Treasury Dealer and (2) any four other Primary Treasury Dealers selected by the Independent Investment Banker after consultation with the Company.

"***Reference Treasury Dealer Quotations***" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"***Registrar***" means any Person (including the Company) authorized by the Company to maintain an office or agency where Notes may be presented for registration of transfer or for exchange. The Trustee shall be the initial Registrar.

"***Remaining Life***" means the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes to be redeemed.

"***Significant Subsidiary***" means a "significant subsidiary" as defined in Article 1, Rule 1-02(w) of Regulation S-X under the Securities Act of 1933, as amended.

"***Subsidiary***" means, with respect to any Person: (i) any Corporation of which at least a majority of the outstanding stock having ordinary voting power (without regard to the occurrence of any contingency) to elect a majority of the directors of such Corporation, is at the time, directly or indirectly, owned or controlled by such Person or by one or more of its Subsidiaries (or any combination thereof); (ii) any partnership (a) of which such Person or one of the Subsidiaries of such Person is the sole general partner or the managing general partner or (b) the only general partners of which are such Person or one or more of its Subsidiaries (or any combination thereof); or (iii) any other business entity of which more than 50% of the total voting power of equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or the substantial equivalent thereof is at the time owned or controlled, directly or indirectly, by (a) such Person, (b) such Person and one or more Subsidiaries of such Person or (c) one or more Subsidiaries of such Person.

"***Treasury Rate***" means, with respect to any Redemption Date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to



constant maturity under the caption "Treasury Constant Maturities", for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate will be calculated on the third Business Day preceding the Redemption Date.

"***Trustee***" has the meaning specified in the Preamble of this Supplemental Indenture.

"***U.S.***" means the United States of America.

## ARTICLE 2. THE NOTES

Section 2.01 *Title and Terms; Payments.*

There is hereby authorized a series of Securities designated the "5.750% Senior Notes due 2023" initially limited in aggregate principal amount to $425,000,000, which amount shall be as set forth in any written order of the Company for the authentication and delivery of Notes pursuant to Section 3.3 of the Original Indenture. The principal amount of Notes then outstanding shall be due and payable on the Maturity Date. The Company may, without the consent of the Holders, reopen the Indenture and issue additional Notes under the Indenture with the same terms, and which will be treated as the same class, as the Notes initially issued in an unlimited aggregate principal amount; *provided* that, if any such additional Notes are not fungible with the Notes initially issued for U.S. federal income tax purposes, then such additional Notes will have a separate CUSIP number.

The form of Note (including the form of assignment and transfer) shall be substantially as set forth in Exhibit A hereto, which is incorporated into and shall be deemed a part of this Supplemental Indenture, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed

thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers of the Company executing the Notes, as evidenced by their execution of the Notes.

The Company shall make payments in respect of the principal and interest on Global Notes to the Depositary or its nominee, as the case may be, in its capacity as the registered Holder under the Indenture. In the case of Physical Notes, the Company shall make payments in U.S. dollars at the office of the Paying Agent or, at the Company's option, by check mailed to the Holder's registered address (or, if requested by a Holder of more than $1 million of Notes, by wire transfer to the account designated by such Holder). The Company shall make any



required interest payments to the Person in whose name each Note is registered at the Close of Business on the Record Date for the interest payment. The Trustee shall be designated as the Company's initial Paying Agent for payments on the Notes. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent or approve a change in the office through which any Paying Agent acts. Subject to the requirements of any applicable abandoned property laws, the Trustee and the Paying Agent shall pay to the Company upon written request any money held by them for payments on the Notes that remain unclaimed for two years after the date upon which that payment has become due. After payment to the Company, Holders entitled to the money must look to the Company for payment. In that case, all liability of the Trustee or Paying Agent with respect to that money shall cease.

Section 2.02 *Book-Entry Provisions for Global Notes.*

The Notes shall initially be represented by one or more Global Notes. Each Global Note shall be deposited with, or on behalf of, the Depositary and be registered in the name of a nominee of the Depositary. Members of, or participants in, the Depositary ("***Agent Members***") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its custodian, or under the Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of any Holder.

Section 2.03 *CUSIP Numbers.*

In issuing the Notes, the Company may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders of the Notes; *provided* that any such notice may state that no representation is made as to the correctness of such numbers as printed on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the "CUSIP" numbers.

Section 2.04 *Reporting Requirement*.

For so long as the Notes are outstanding, the Company shall file with the Commission, within the time periods prescribed by its rules and regulations (giving effect to any grace periods provided thereby), the Company's annual and quarterly reports, information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) which the Company is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act and will furnish such annual and quarterly reports, information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) to the Trustee within 15 days of the date on which it would be required to file the same with the



Commission (giving effect to any grace periods provided by the Commission's rules and regulations). The filing of any quarterly or annual report or other information, document or other report that the Company files with the Commission pursuant to Section 13 or 15(d) of the Exchange Act on the Commission's EDGAR system (or any successor thereto) shall be deemed to constitute delivery of such filing to the Trustee. In the event the Company is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, it shall continue to provide the Trustee and the Holders with annual and quarterly reports containing substantially the same information as would have been required to be filed with the Commission had the Company continued to have been subject to such reporting requirements. In such event, such annual and quarterly reports shall be provided at the times the Company would have been required to provide reports (giving effect to any grace periods provided by the Commission's rules and regulations) had it continued to have been subject to such reporting requirements. The Company also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on Officer's Certificates).

This Section 2.04 shall apply to the Notes in lieu of Section 7.4 of the Original Indenture.

**ARTICLE 3. COVENANTS**

Section 3.01 *Amendment and Restatement of Section 10.5 of the Original Indenture*. Section 10.5 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

Section 10.5 *Limitations on Liens on Stock of Designated Subsidiaries.*

Neither the Company nor any of its Subsidiaries shall create, assume, incur or permit to exist any Indebtedness secured by a Lien (other than any Lien in favor of the Company) on the Capital Stock of any Subsidiary that is a Designated Subsidiary unless the Notes (and if the Company so elects, any other Indebtedness of the Company that is not subordinate to the Notes and with respect to which the governing instruments require, or pursuant to which the Company is otherwise obligated, to provide such security) are secured equally and ratably with such Indebtedness for at least the time period this other Indebtedness is so secured. Notwithstanding the foregoing, the Company may, without securing the Notes or such other Indebtedness, incur and/or

assume Liens existing on such Capital Stock before the acquisition thereof by the Company or any Designated Subsidiary if (1) such Lien was in existence prior to, and is not created in contemplation of or in connection with, such acquisition, (2) such Lien will not apply to Capital Stock of any other Designated Subsidiary and (3) such Lien will secure only those obligations which it secures on the date of such acquisition, and extensions, renewals and replacements of the foregoing obligations that do not increase the maximum principal amount secured by such Liens and do not extend to Capital Stock of any other Designated Subsidiary.



If the Company shall hereafter be required to secure the Notes equally and ratably with any other Indebtedness pursuant to this Section, (i) the Company will promptly deliver to the Trustee an Officer's Certificate stating that the foregoing covenant has been complied with, and an Opinion of Counsel stating that, in the opinion of such counsel, the foregoing covenant has been complied with and that any instruments executed by the Company or any Subsidiary of the Company in the performance of the foregoing covenant comply with the requirements of the foregoing covenant, and (ii) the Trustee is hereby authorized to enter into an indenture or agreement supplemental hereto and to take such action, if any, as it may deem advisable to enable it to enforce the rights of the Holders of the Notes so secured.

Section 3.02 *Amendment and Restatement of Section 10.6 of the Original Indenture*. Section 10.6 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

Section 10.6 *Limitations on Sales of Capital Stock of Designated Subsidiaries.*

Neither the Company nor any of its Designated Subsidiaries shall issue, sell, transfer or dispose of Capital Stock of any Subsidiary that is a Designated Subsidiary at the time of such issuance, sale, transfer or disposition, except to the Company or one of its Subsidiaries that agrees to hold the transferred shares subject to the terms of this sentence, unless (1) the Company disposes of the entire Capital Stock of the Designated Subsidiary at the same time for cash or property which, in the opinion of the Board of Directors of the Company, is at least equal to the fair market value of the Capital Stock or (2) the Company sells, transfers or otherwise disposes of any Capital Stock of a Designated Subsidiary for at least fair market value (in the opinion of the Board of Directors of the Company) and, after giving effect thereto, the Company and its Subsidiaries would own more than 80% of the issued and outstanding voting stock of such Designated Subsidiary.

**ARTICLE 4. REMEDIES**

Section 4.01 *Amendment and Restatement of Section 5.1 of the Original Indenture*. Section 5.1 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

Section 5.1 *Events of Default.*

With respect to the Notes, each of the following events shall be an "***Event of Default***":

(a) the Company defaults in any payment of interest due and payable on the Notes, and such default continues for a period of 30 days;

(b) the Company defaults in the payment of all or any part of the principal or any premium on the Notes when the same becomes due and payable at the Maturity Date, Redemption Date or otherwise;

(c) a default in the performance of the Company's obligations under Article 8 of the Original Indenture;



(d) the Company defaults in its performance of any other covenant or agreement in respect of the Notes or this Indenture that continues for 60 days after receipt by the Company of a notice of Default from the Trustee or after receipt by the Company and the Trustee of a "Notice of Default" from the Holders of at least 25% of the aggregate principal amount of the Notes then outstanding;

(e) if any event of default as defined in any mortgage, indenture or instrument under which there may be issued, or by which there may be secured or evidenced, any Indebtedness of the Company or any Designated Subsidiary (including, in each case, an Event of Default under any other series of Securities), whether such Indebtedness now exists or shall hereafter be created or incurred, shall happen and shall consist, in the aggregate, of the default in the payment of $50,000,000 or more in principal amount of such Indebtedness at the maturity thereof (after giving effect to any applicable grace period) or shall, in the aggregate, result in such Indebtedness in principal amount of $50,000,000 or more becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, unless such default is cured or such acceleration is rescinded, stayed, annulled or, in the case of Indebtedness contested in good faith by the Company, a bond, letter of credit, escrow deposit or other cash equivalent or reserve in an amount sufficient to discharge such Indebtedness is set aside by the Company, in each case within a period of 30 days after there shall have been given, by registered or certificated mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Notes then outstanding, a written notice (i) specifying such event of default, (ii) requiring the Company to cure such event of default or to cause such acceleration to be rescinded, stayed or annulled or to set aside such a bond, letter of credit, escrow deposit or other cash equivalent or reserve and (iii) stating that such notice is a "Notice of Default" hereunder;

(f) the Company or any of its Subsidiaries has rendered against it a final judgment for the payment of $50,000,000 or more (excluding any amounts covered by insurance), which judgment is not discharged or stayed within 120 days after (i) the date on which the right to appeal thereof has expired if no such appeal has commenced, or (ii) the date on which all rights to appeal have been extinguished;

(g) an involuntary case or other proceeding shall be commenced against the Company or a Significant Subsidiary of the Company with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Company or a Significant Subsidiary of the Company under the federal bankruptcy laws as now or hereafter in effect; and

(h) the Company or a Significant Subsidiary of the Company (i) commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, (ii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Company or a Significant Subsidiary of the Company or for all or substantially all of the property and assets of the Company or a



Significant Subsidiary of the Company or (iii) effects any general assignment for the benefit of creditors.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

A Default under clause (d) is not an Event of Default until the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding notify the Company (and in the case of such notice by Holders, the Trustee) of the Default and the Company does not cure such Default within the time specified after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

Section 4.02 *Amendment of Section 5.2 of the Original Indenture*. Section 5.2 of the Original Indenture is hereby amended by replacing (a) each reference therein to "clause (6)" of Section 5.1 of the Original Indenture with a reference to Section 5.1(g) of the Original Indenture, as amended and restated by this Supplemental Indenture, and (b) each reference therein to "clause (7)" of Section 5.1 of the Original Indenture with a reference to Section 5.1(h) of the Original Indenture, as amended and restated by this Supplemental Indenture.

**ARTICLE 5. OPTIONAL REDEMPTION**

Section 5.01 *Applicability of Article 11 of the Original Indenture*. Article 11 of the Original Indenture shall not apply to the Notes. Instead, the provisions set forth in this Article 5 shall, with respect to the Notes, supersede in its entirety Article 11 of the Original Indenture and all references in the Original Indenture to Article 11 thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Article 5 and the provisions set forth in this Article 5.

Section 5.02 *Right to Redeem; Notices to Trustee*. No sinking fund is provided for the Notes. The Company has the option to redeem the Notes (an "***Optional Redemption***") in whole at any time or in part from time to time, at the Company's option, at the Redemption Price.

Section 5.03 *Notice of Optional Redemption; Selection of Notes.*

(a) In case the Company exercises its Optional Redemption right to redeem all or any part of the Notes pursuant to Section 5.02 of this Supplemental Indenture, it shall fix a date for redemption (each, a "***Redemption Date***") and it or, at its written request received by the Trustee not less than 45 calendar days prior to the Redemption Date (or such shorter period of time as may be acceptable to the Trustee), the Trustee, in the name of and at the expense of the Company, shall provide or cause to be provided a notice of such Optional Redemption (a "***Redemption Notice***") not more than 60 calendar days and not less than 30 calendar days prior to the Redemption Date to each Holder of Notes to be so redeemed as a whole or in part by first-class mail at its last address as the same appears on the Note register or delivered electronically as to Notes held through the Depositary in accordance with the Depositary's customary procedures; *provided, however*, that, if the Company provides the Redemption Notice, it shall



also give written notice of the Redemption Date to the Trustee. The Redemption Date must be a Business Day. Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Notes or portions of the Notes called for redemption.

(b) The Redemption Notice, if mailed or delivered in the manner herein provided, shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. In any case, failure to give such Redemption Notice or any defect in the Redemption Notice to the Holder of any Note designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Note.

(c) Each Redemption Notice shall specify:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) if less than all outstanding Notes are to be redeemed, the identification (and in the case of partial redemption, the principal amount) of the Notes to be redeemed;

(iv) that on the Redemption Date, the Redemption Price will become due and payable upon each Note to be redeemed, and that interest thereon, if any, shall cease to accrue on and after the Redemption Date;

(v) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(vi) the CUSIP, ISIN or other similar numbers, if any, assigned to such Notes; and

(vii) in case any Note is to be redeemed in part only, the portion of the principal amount thereof to be redeemed and on and after the Redemption Date, upon surrender of such Note, a new Note in principal amount equal to the unredeemed portion thereof shall be issued.

A Redemption Notice shall be irrevocable.

(d) If the Company is to redeem fewer than all of the outstanding Notes and the Notes are in the form of Global Notes, the Trustee will select, not more than 60 calendar days and not less than 30 calendar days before the Redemption Date, the Notes to be redeemed. If the Company is to redeem fewer than all of the outstanding Notes and the Notes are in the form of Physical Notes, the Trustee shall select the Notes or portions thereof to be redeemed (in principal amounts of $2,000 or integral multiples of $1,000 in excess thereof) by lot, on a *pro rata* basis or by another method the Trustee considers to be fair and appropriate.



Section 5.04 *Payment of Notes Called for Redemption*.

(a) If any Redemption Notice has been given in respect of the Notes in accordance with Section 5.03 of this Supplemental Indenture, the Notes shall become due and payable on the Redemption Date at the place or places stated in the Redemption Notice and at the applicable Redemption Price. On presentation and surrender of the Notes at the place or places stated in the Redemption Notice, the Notes shall be paid and redeemed by the Company at the applicable Redemption Price.

(b) On or prior to the Redemption Date, the Company shall deposit with the Paying Agent or, if the Company or a Subsidiary of the Company is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 10.3 of the Original Indenture an amount of cash (in immediately available funds if deposited on the Redemption Date), sufficient to pay the Redemption Price of all of the Notes to be redeemed on such Redemption Date. Subject to receipt of funds by the Paying Agent, payment for the Notes to be redeemed shall be made promptly after the later of:

(i) the Redemption Date for such Notes; and

(ii) the time of presentation of such Notes to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by this Section 5.04.

(c) Upon surrender of a Note that is to be redeemed in part only pursuant to Section 5.02 of this Supplemental Indenture, the Company shall execute and the Trustee shall authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unredeemed portion of the Note surrendered, without payment of any service charge.

Section 5.05 *Restrictions on Redemption*. The Company may not redeem any Notes on any date if the principal amount of the Notes has been accelerated in accordance with the terms of the Indenture, and such acceleration has not been rescinded, on or prior to the Redemption Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Redemption Price with respect to such Notes).

**ARTICLE 6. MISCELLANEOUS**

Section 6.01 *Governing Law.*

THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS SUPPLEMENTAL INDENTURE AND EACH OF THE NOTES (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

Section 6.02 *Payments on Business Days.*

If any Interest Payment Date, the Maturity Date, the Redemption Date or any earlier required repurchase date would fall on a day that is not a Business Day, the required



payment shall be made on the next succeeding Business Day and no interest on such payment shall accrue in respect of the delay.

Section 6.03 *No Security Interest Created.*

Nothing in this Supplemental Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 6.04 *Trust Indenture Act.*

This Supplemental Indenture is hereby made subject to, and shall be governed by, the provisions of the Trust Indenture Act required to be part of and to govern indentures qualified under the Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof or the Original Indenture that is required to be included in an indenture qualified under the Trust Indenture Act, such required provision shall control.

Section 6.05 *Benefits of Indenture.*

Nothing in this Supplemental Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any authenticating agent, any Registrar and their successors hereunder or the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 6.06 *Calculations.*

Except as otherwise explicitly provided in this Supplemental Indenture, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the market prices of the Notes and any accrued interest payable on the Notes. The Company shall make all these calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Holders of Notes. The Company shall provide a schedule of its calculations to the Trustee, and the Trustee is entitled to rely conclusively upon the accuracy of the Company's calculations without independent verification. The Trustee will forward the Company's calculations to any Holder of Notes upon the request of that Holder at the sole cost and expense of the Company.

Section 6.07 *Table of Contents, Headings, Etc*.

The table of contents and the titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 6.08 *Execution in Counterparts.*

This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.



Section 6.09 *Severability.*

In the event any provision of this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

[*Remainder of the page intentionally left blank*]



IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

**MGIC INVESTMENT CORPORATION**

By: /s/ Timothy Mattke
Name: Timothy Mattke
Title: Executive Vice President and Chief Financial Officer

**U.S. BANK NATIONAL ASSOCIATION**,
as Trustee

By: /s/ Steven F. Posto
Name: Steven F. Posto
Title: Vice President



**EXHIBIT A**
**FORM OF NOTE**

[FORM OF FACE OF NOTE]

*[LEGEND FOR GLOBAL NOTES]*

[THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

No. R-1
CUSIP No. 552848AF0
ISIN No. US552848AF09

Principal Amount $425,000,000
as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto

**MGIC INVESTMENT CORPORATION**

**5.750% Senior Notes due 2023**

MGIC INVESTMENT CORPORATION, a Wisconsin corporation, for value received, hereby promises to pay CEDE & CO., or registered assigns, FOUR HUNDRED AND TWENTY FIVE MILLION DOLLARS ($425,000,000) on August 15, 2023 (the "***Maturity Date***").

Interest Payment Dates: February 15 and August 15.

Record Dates: February 1 and August 1.

Additional provisions of this Note are set forth on the other side of this Note.

Dated: August 5, 2016

MGIC INVESTMENT CORPORATION

(CORPORATE SEAL)

By: _____
Name:
Title:

_____
Authorized Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. BANK NATIONAL ASSOCIATION, as Trustee, certifies that this is one of the Notes referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

Dated: August 5, 2016



[FORM OF REVERSE OF NOTE]

5.750% Senior Notes due 2023

1. Interest.

This Note shall bear cash interest at the rate of 5.750% per annum. Interest on this Note shall accrue from August 5, 2016 (the "***Issue Date***") or from the most recent date to which interest has been paid or provided for. Interest shall be payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2017, to the Holder of record of Notes at the Close of Business on the February 1 and August 1 immediately preceding such Interest Payment Date. Each payment of cash interest on this Note shall include interest accrued for the period commencing on and including the immediately preceding Interest Payment Date (or, if none, the Issue Date) through the day before the applicable Interest Payment Date, Redemption Date or Maturity Date, as applicable. Any payment required to be made on any day that is not a Business Day shall be made on the next succeeding Business Day and no interest or other amount will be paid as a result of any such postponement. Interest shall be calculated using a 360-day year composed of twelve 30-day months.

2. Method of Payment.

The Company shall promptly make all payments in respect of the Notes on the dates and in the manner provided herein and in the Indenture. The Company will pay interest (except Defaulted Interest) on the principal amount of the Notes on each February 15 and August 15 to the Persons who are registered Holders of Notes at the Close of Business on the February 1 and August 1 next preceding the Interest Payment Date even if Notes are canceled or repurchased after such Record Date and on or before the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company will pay principal, accrued and unpaid interest, if any, and the Redemption Price or premium in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company will make all payments in respect of a Global Note registered in the name of the Depositary or its nominee to the Depositary or its nominee, as the case may be, by wire transfer of immediately available funds to the account specified by such Holder. The Company will make all payments in respect of a Physical Note (including principal and interest) in U.S. dollars at the office of

the Paying Agent. At the Company's option, the Company may make such payments by mailing a check to the registered address of each Holder thereof as such address shall appear on the register or, if requested by a Holder of more than $1,000,000 in aggregate principal amount of Notes, by wire transfer of immediately available funds to the account specified by such Holder. If an Interest Payment Date is a date other than a Business Day, payment may be made at that place on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period.

3. Paying Agent, Transfer Agent and Registrar.

Initially, U.S. Bank National Association will act as Trustee, Paying Agent, transfer agent and Registrar for the Notes. The Company may appoint and change any Paying Agent, transfer



agent or Registrar without notice, other than notice to the Trustee; *provided* that the Company will maintain at least one Paying Agent in the United States of America, which shall initially be an office or agency of the Trustee. The Company or any of its Subsidiaries or any of their affiliates may act as Paying Agent, transfer agent or Registrar.

4. Indenture.

The Company issued the Notes under an Indenture, dated as of October 15, 2000 (the "***Original Indenture***"), between the Company and U.S. Bank National Association (as successor to Bank One Trust Company, National Association), as amended and supplemented by the Third Supplemental Indenture, dated as of August 5, 2016 (the "***Supplemental Indenture***" and the Original Indenture, as so amended and supplemented by the Supplemental Indenture, the "***Indenture***"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as in effect from time to time (the "***TIA***"). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement of those terms.

The Notes are senior unsecured and unsubordinated obligations of the Company initially limited to an aggregate principal amount of not more than $425,000,000. The Company may, without the consent of the Holders, reopen the Indenture and issue additional Notes under the Indenture with the same terms, and which will be treated as the same class, as the Notes initially issued in an unlimited aggregate principal amount; provided that, if any such additional Notes are not fungible with the Notes initially issued for U.S. federal income tax purposes, then such additional Notes will have a separate CUSIP number.

5. Redemption Prior to Maturity.

At the option of the Company, the Notes may be redeemed at any time in whole or from time to time in part at a Redemption Price equal to the sum of (a) the greater of (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the sum of the present values of the remaining scheduled payments of principal and interest (excluding interest accrued to the Redemption Date) on the Notes to be redeemed discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate plus 50 basis points, and (b) accrued and unpaid interest on the principal amount being redeemed to the Redemption Date. Not more than 60 calendar days and not less than 30 calendar days prior to the Redemption Date, the Company shall mail a Redemption Notice to each Holder of Notes to be so redeemed as a whole or in part by first-class mail at its last address as the same appears on the Note register or electronically deliver (or cause to be delivered) a Redemption Notice as to Notes held through the Depositary in accordance with the Depositary's customary procedures; provided, however, that, if the Company provides the Redemption Notice, it shall also give written notice of the Redemption Date to the Trustee. If the Company is to redeem fewer than all of the outstanding Notes and the Notes are in the form of Global Notes, the Trustee will select, not more than 60 calendar days and not less than 30 calendar days before the Redemption Date, the Notes to be redeemed. If the Company is to redeem fewer than all of the outstanding Notes and the Notes are in the form of Physical Notes, the Trustee shall select



the Notes or portions thereof to be redeemed (in principal amounts of $2,000 or integral multiples of $1,000 in excess thereof) by lot, on a *pro rata* basis or by another method the Trustee considers to be fair and appropriate. Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Notes or portions of the Notes called for redemption. The Notice of Redemption will specify, among other items, the Redemption Price and the aggregate principal amount of the Notes to be redeemed. The Indenture contains additional provisions with respect to any redemption of the Notes.

6. Maturity.

The outstanding principal amount of the Notes shall be due and payable on August 15, 2023.

7. Denominations; Transfer; Exchange.

The Notes are in fully registered form, without coupons, in denominations of $2,000 of principal amount and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

8. Persons Deemed Owners.

The registered Holder of this Note may be treated as the owner of this Note for all purposes.

9. Unclaimed Money or Securities.

The Trustee and the Paying Agent shall return to the Company upon written request any money or securities held by them for the payment of any amount with respect to the Notes that remains unclaimed for two years, subject to applicable unclaimed property law. After return to the Company, Holders

entitled to the money or securities must look to the Company for payment as general creditors, unless an applicable abandoned property law designates another Person.

10. Trustee Dealings with the Company.

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its affiliates and may otherwise deal with the Company or its affiliates with the same rights it would have if it were not Trustee.

11. Amendments and Waivers.

Subject to certain exceptions, the Indenture or the Notes may be amended or supplemented by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding. Subject to certain



exceptions, a default on the Notes may be waived with the consent of the Holders of not less than a majority in principal amount of the Notes.

Without the consent of any Holder, the Indenture or the Notes may be amended by the Company and the Trustee as provided in Section 9.1 of the Indenture.

12. Successors.

When a successor assumes all the obligations of the Company under the Notes and the Indenture, the Company shall be released from those obligations.

13. Defeasance Prior to Maturity.

Subject to certain conditions set forth in Article 4 of the Indenture, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee U.S. dollars or U.S. Government Obligations for the payment of principal of and interest on the Notes to maturity.

14. Defaults and Remedies.

Section 5.1 of the Indenture sets forth each of the events that constitute an Event of Default with respect to the Notes. If an Event of Default occurs and is continuing, the Trustee or the Holders of not less than 25% in principal amount of the outstanding Notes may declare the principal of all the Notes to be due and payable immediately.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal or interest) if it in good faith determines that withholding such notice is in their best interest.

15. Trustee Dealings with Company.

The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with those Persons, as if it were not Trustee.

16. No Recourse Against Others.

A director, officer, employee or shareholder, as such, of the Company shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.



17. Authentication.

This Note shall not be valid until an authorized signatory of the Trustee manually signs the Trustee’s certificate of authentication on the other side of this Note.

18. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. GOVERNING LAW.

THE INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

The Company will furnish to any Holder, upon written request and without charge, a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

MGIC Investment Corporation
MGIC Plaza
250 East Kilbourn Avenue
Milwaukee, Wisconsin 53202
Attention: Investor Relations



SCHEDULE OF INCREASES AND DECREASES IN THE GLOBAL NOTE
Initial Principal amount of Global Note: $425,000,000.

| Date | Amount of Increase in Principal Amount of Global Note | Amount of Decrease in Principal Amount of Global Note | Principal Amount of Global Note After Increase or Decrease | Notation by Registrar or Security Custodian |
|---|---|---|---|---|
| | | | | |
| | | | | |



[FORM OF ASSIGNMENT AND TRANSFER]

For value received _____ hereby sell(s), assign(s) and transfer(s) unto (Please insert social security or Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

_____

_____
Signature(s)

Signature(s) must be guaranteed by an institution which is a member of one of the following recognized signature Guarantee Programs:

(i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program; (iii) The Stock Exchange Medallion Program (SEMP) or (iv) another guarantee program acceptable to the Trustee.

_____

_____
Signature Guarantee