

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

FORM 10-Q

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

For the quarterly period ended March 31, 2024

OR

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

For the transition period from _____ to _____
Commission File Number: 001-40645



RYAN SPECIALTY HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

86-2526344
(I.R.S. Employer
Identification No.)

155 N. Wacker Drive, Suite 4000
Chicago, IL
(Address of principal executive offices)

60601
(Zip Code)

(312) 784-6001
(Registrant's telephone number, including area code)

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

Title of each class	Trading symbol	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value per share	RYAN	The New York Stock Exchange (NYSE)

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

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

On April 30, 2024, the Registrant had 260,446,873 shares of common stock outstanding, consisting of 119,055,569 shares of Class A common stock, \$0.001 par value, and 141,391,304 shares of Class B common stock, \$0.001 par value.

Ryan Specialty Holdings, Inc.

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Forward-Looking Statements

This Quarterly Report on Form 10-Q contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that involve substantial risks and uncertainties. All statements, other than statements of historical fact included in this Quarterly Report on Form 10-Q, are forward-looking statements. Forward-looking statements give our current expectations relating to our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “will,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. For example, all statements we make relating to our estimated costs, expenditures, cash flows, growth rates and financial results, any future dividend, our plans, anticipated amount and timing of cost savings relating to the restructuring plan, and objectives for future operations, growth or initiatives, strategies or the expected outcome or impact of pending or threatened litigation, are forward-looking statements. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that we expected, including:

- our failure to successfully execute our succession plan for Patrick G. Ryan or other members of our senior management team or to recruit and retain revenue producers;
- the impact of breaches in security that cause significant system or network disruption or business interruption;
- the impact of improper disclosure of confidential, personal or proprietary data, misuse of information by employees or counterparties, or as a result of cyberattacks;
- the potential loss of our relationships with insurance carriers or our clients, failure to maintain good relationships with insurance carriers or clients, becoming dependent upon a limited number of insurance carriers or clients, or the failure to develop new insurance carrier and client relationships;
- errors in, or ineffectiveness of, our underwriting models and the risks presented to our reputation and relationships with insurance carriers, retail brokers, and agents;
- failure to maintain, protect, and enhance our brand or prevent damage to our reputation;
- unsatisfactory evaluation of potential acquisitions and the integration of acquired businesses as well as introduction of new products, lines of business, and markets;
- our inability to successfully recover upon experiencing a disaster or other interruption in business continuity;
- the impact of third parties that perform key functions of our business operations acting in ways that harm our business;
- the cyclical nature of, and the economic conditions in, the markets in which we operate and conditions that result in reduced insurer capacity or a migration of business away from the E&S market and into the Admitted market;
- a reduction in insurer capacity to adequately and appropriately underwrite risk and provide coverage;
- our international operations expose us to various international risks, including required compliance with legal and regulatory obligations, that are different, and at times more burdensome, than those set forth in the United States;
- changes in interest rates and deterioration of credit quality could reduce the value of our cash balances or interest income;
- failure to maintain the valuable aspects of our Company’s culture;
- significant competitive pressures in each of our businesses;
- decreases in premiums or commission rates set by insurers, or actions by insurers seeking repayment of commissions;
- decrease in the amount of supplemental or contingent commissions we receive;
- our inability to collect our receivables;
- disintermediation within the insurance industry and shifts away from traditional insurance markets;
- changes in the mode of compensation in the insurance industry;
- impairment of goodwill and intangibles;
- the impact on our operations and financial condition from the effects of a pandemic or the outbreak of a contagious disease and resulting governmental and societal responses;
- the inability to maintain rapid growth and generate sufficient revenue to maintain profitability;
- the loss of clients or business as a result of consolidation within the retail insurance brokerage industry;

- the impact if our MGA or MGU programs are terminated or changed;
- the inability to achieve the intended results of our previously announced restructuring program;
- significant investment in our growth strategy and whether expectation of internal efficiencies are realized;
- our ability to gain internal efficiencies through the application of technology or effectively apply technology in driving value for our clients or the failure of technology and automated systems to function or perform as expected;
- the unavailability or inaccuracy of our clients' and third parties' data for pricing and underwriting insurance policies;
- the competitiveness and cyclical nature of the reinsurance industry;
- the occurrence of natural or man-made disasters;
- the economic and political conditions of the countries and regions in which we operate;
- the challenges with properly assessing, and managing the adoption and use of, artificial intelligence technologies;
- the failure or take-over by the FDIC of one of the financial institutions that we use;
- our inability to respond quickly to operational or financial problems or promote the desired level of cooperation and interaction among our offices;
- our international operations expose us to various international risks, including exchange rate fluctuations and risks resulting from geopolitical tensions;
- the impact of governmental regulations, legal proceedings, and governmental inquiries related to our business;
- being subject to E&O claims as well as other contingencies and legal proceedings;
- our handling of client funds and surplus lines taxes that exposes us to complex fiduciary regulations;
- the impact of infringement, misappropriation, or dilution of our intellectual property;
- the impact of the failure to protect our intellectual property rights, or allegations that we have infringed on the intellectual property rights of others;
- changes in tax laws or regulations;
- decreased commission revenues due to proposed tort reform legislation;
- the impact of regulations affecting insurance carriers;
- our outstanding debt potentially adversely affecting our financial flexibility and subjecting us to restrictions and limitations that could significantly affect our ability to operate;
- not being able to generate sufficient cash flow to service all of our indebtedness and being forced to take other actions to satisfy our obligations under such indebtedness;
- being affected by further changes in the U.S. based credit markets;
- changes in our credit ratings;
- risks related to the payments required by our Tax Receivable Agreement;
- risks relating to our organizational structure that could result in conflicts of interest between the LLC Unitholders, the Ryan Parties, and the holders of our Class A common stock; and
- other factors disclosed in the section entitled "*Risk Factors*" in our Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q.

We derive many of our forward-looking statements from our operating budgets and forecasts that are based on many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q and under the Section entitled "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that are made from time to time in our filings with the SEC and other public communications. You should evaluate all forward-looking statements made in this Quarterly Report on Form 10-Q in the context of these risks and uncertainties.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this Quarterly Report on Form 10-Q are made only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

Commonly Used Defined Terms

As used in this Quarterly Report on Form 10-Q, unless the context indicates or otherwise requires, the following terms have the following meanings:

- “we,” “us,” “our,” the “Company,” “Ryan Specialty,” and similar references refer: (i) Following the consummation of the Organizational Transactions, including our IPO, to Ryan Specialty Holdings, Inc., and, unless otherwise stated, all of its subsidiaries, including the LLC, and (ii) prior to the completion of the Organizational Transactions, including our IPO, to the LLC and, unless otherwise stated, all of its subsidiaries.
- “Adjusted Term SOFR”: Prior to January 19, 2024, the interest rate per annum based on the Secured Overnight Financing Rate (“SOFR”) plus a Credit Spread Adjustment of 10 basis points, 15 basis points, or 25 basis points for the one-month, three-month, or six-month borrowing periods, respectively, subject to a 75 basis point floor. After January 19, 2024, the interest rate per annum no longer includes the Credit Spread Adjustment.
- “Admitted”: The insurance market comprising insurance carriers licensed to write business on an “admitted” basis by the insurance commissioner of the state in which the risk is located. Insurance rates and forms in this market are highly regulated by each state and coverages are largely uniform.
- “All Risks” or “ARL”: All Risks Specialty, LLC (f/k/a All Risk, Ltd.), an insurance specialist providing services in wholesale brokerage and delegated underwriting authority.
- “All Risks Acquisition”: In September 2020, Ryan Specialty acquired All Risks.
- “Binding Authority”: Our Binding Authority receives submissions for insurance directly from retail brokers, evaluates price and makes underwriting decisions regarding these submissions based on narrowly prescribed guidelines provided by carriers, and binds and issues policies on behalf of insurance carriers who retain the insurance underwriting risk.
- “Board” or “Board of Directors”: The board of directors of Ryan Specialty.
- “Class C Incentive Units”: Class C common incentive units, initially of the LLC on and prior to September 30, 2021 and then subsequently of New LLC, that are subject to vesting and will be exchangeable into LLC Common Units.
- “Credit Agreement”: The credit agreement, as amended, dated September 1, 2020, among Ryan Specialty, LLC and JPMorgan Chase Bank, N.A., as administrative agent, and the other lenders party thereto.
- “Credit Facility”: The Term Loan and the Revolving Credit Facility.
- “E&O”: Errors and omissions.
- “E&S”: Excess and surplus lines. In this insurance market, carriers are licensed on a “non-admitted” basis. The excess and surplus lines market often offers carriers more flexibility in terms, conditions, and rates than does the Admitted market.
- “Exchange Act”: Securities Exchange Act of 1934, as amended.
- “IPO”: Initial public offering.
- “LLC”: Ryan Specialty, LLC, together with its parent New LLC, and their subsidiaries.

- “*LLC Common Units*”: Non-voting common interest units initially of the LLC on and prior to September 30, 2021 and then subsequently of New LLC or LLC, as the context requires.
- “*LLC Operating Agreement*”: The Seventh Amended and Restated Limited Liability Company Agreement of the LLC.
- “*LLC Units*”: Class A common units and Class B common units of the LLC prior to the Organizational Transactions.
- “*LLC Unitholders*”: Holders of the LLC Units or the LLC Common Units, as the context requires.
- “*MGA*”: Managing general agent.
- “*MGU*”: Managing general underwriter.
- “*New LLC*”: New Ryan Specialty, LLC is a Delaware limited liability company and a direct subsidiary of Ryan Specialty Holdings, Inc.
- “*New LLC Operating Agreement*”: The Amended and Restated Limited Liability Company Agreement of New LLC.
- “*Onex*”: Onex Corporation and its affiliates, a holder of LLC Units and Class B preferred units of the LLC held prior to the Organizational Transactions, and one of our shareholders following the Organizational Transactions.
- “*Organizational Transactions*”: The series of organizational transactions completed by the Company in connection with the IPO, as described in the Form 10-K filed with the SEC on March 16, 2022.
- “*Revolving Credit Facility*”: The \$600 million senior secured revolving credit facility under our Credit Agreement.
- “*Ryan Parties*”: Patrick G. Ryan and certain members of his family and various entities and trusts over which Patrick G. Ryan and his family exercise control.
- “*SEC*”: The Securities and Exchange Commission.
- “*Senior Secured Notes*”: The 4.375% senior secured notes due 2030 issued on February 3, 2022.
- “*Specialty*”: One of the three Ryan Specialty primary distribution channels, which includes Wholesale Brokerage, Binding Authority, and Underwriting Management.
- “*Stock Option*”: A non-qualified stock option award that gives the grantee the option to buy a specified number of shares of Class A common stock at the grant date price.
- “*Tax Receivable Agreement*” or “*TRA*”: The tax receivable agreement entered into in connection with the IPO.
- “*Term Loan*”: The senior secured Term Loan B for \$1.65 billion in principal amount under our Credit Agreement.
- “*U.S. GAAP*”: Accounting principles generally accepted in the United States of America.
- “*Underwriting Management*”: Our Underwriting Management Specialty administers a number of MGUs, MGAs, and programs that offer commercial and personal insurance for specific product lines or industry classes. Underwriters act with delegated underwriting authority based on varying degrees of prescribed guidelines as provided by carriers, quoting, binding and issuing policies on behalf of Ryan Specialty’s carrier trading partners which retain the insurance underwriting risk.
- “*Wholesale Brokerage*”: Our Wholesale Brokerage Specialty distributes a wide range and diversified mix of specialty property, casualty, professional lines, personal lines and workers’ compensation insurance products, as a broker between the carriers and retail brokerage firms.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Ryan Specialty Holdings, Inc.
Consolidated Statements of Income (Unaudited)
(In thousands, except share and per share data)

	Three Months Ended March 31,	
	2024	2023
REVENUE		
Net commissions and fees	\$ 537,887	\$ 447,513
Fiduciary investment income	14,159	10,086
Total revenue	\$ 552,046	\$ 457,599
EXPENSES		
Compensation and benefits	373,527	307,722
General and administrative	75,867	51,699
Amortization	27,988	25,185
Depreciation	2,080	2,192
Change in contingent consideration	(65)	714
Total operating expenses	\$ 479,397	\$ 387,512
OPERATING INCOME	\$ 72,649	\$ 70,087
Interest expense, net	29,400	29,468
(Income) from equity method investment in related party	(5,606)	(1,995)
Other non-operating loss (income)	1,752	(138)
INCOME BEFORE INCOME TAXES	\$ 47,103	\$ 42,752
Income tax expense	6,426	6,295
NET INCOME	\$ 40,677	\$ 36,457
Net income attributable to non-controlling interests, net of tax	24,142	23,297
NET INCOME ATTRIBUTABLE TO RYAN SPECIALTY HOLDINGS, INC.	\$ 16,535	\$ 13,160
NET INCOME PER SHARE OF CLASS A COMMON STOCK:		
Basic	\$ 0.14	\$ 0.12
Diluted	\$ 0.13	\$ 0.11
WEIGHTED-AVERAGE SHARES OF CLASS A COMMON STOCK OUTSTANDING:		
Basic	117,811,805	111,034,503
Diluted	269,922,368	266,978,224

See accompanying Notes to the Consolidated Financial Statements (Unaudited)

Ryan Specialty Holdings, Inc.
Consolidated Statements of Comprehensive Income (Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2024	2023
NET INCOME	\$ 40,677	\$ 36,457
Net income attributable to non-controlling interests, net of tax	24,142	23,297
NET INCOME ATTRIBUTABLE TO RYAN SPECIALTY HOLDINGS, INC.	\$ 16,535	\$ 13,160
Other comprehensive income (loss), net of tax:		
Gain (loss) on interest rate cap	4,208	(813)
(Gain) on interest rate cap reclassified to earnings	(2,290)	(1,438)
Foreign currency translation adjustments	(408)	285
Change in share of equity method investment in related party other comprehensive income	1,510	214
Total other comprehensive income (loss), net of tax	\$ 3,020	\$ (1,752)
COMPREHENSIVE INCOME ATTRIBUTABLE TO RYAN SPECIALTY HOLDINGS, INC.	\$ 19,555	\$ 11,408

See accompanying Notes to the Consolidated Financial Statements (Unaudited)

Ryan Specialty Holdings, Inc.
Consolidated Balance Sheets (Unaudited)
(In thousands, except share and per share data)

	March 31, 2024	December 31, 2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 665,420	\$ 838,790
Commissions and fees receivable – net	299,162	294,195
Fiduciary cash and receivables	3,181,352	3,131,660
Prepaid incentives – net	8,149	8,718
Other current assets	62,289	62,229
Total current assets	\$ 4,216,372	\$ 4,335,592
NON-CURRENT ASSETS		
Goodwill	1,647,252	1,646,482
Customer relationships	546,722	572,416
Other intangible assets	45,043	38,254
Prepaid incentives – net	15,756	15,103
Equity method investment in related party	56,016	46,099
Property and equipment – net	42,671	42,427
Lease right-of-use assets	121,596	127,708
Deferred tax assets	382,636	383,816
Other non-current assets	42,438	39,312
Total non-current assets	\$ 2,900,130	\$ 2,911,617
TOTAL ASSETS	\$ 7,116,502	\$ 7,247,209
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 230,709	\$ 136,340
Accrued compensation	184,254	419,560
Operating lease liabilities	19,615	21,369
Tax Receivable Agreement liabilities	22,075	—
Short-term debt and current portion of long-term debt	39,374	35,375
Fiduciary liabilities	3,181,352	3,131,660
Total current liabilities	\$ 3,677,379	\$ 3,744,304
NON-CURRENT LIABILITIES		
Accrued compensation	30,012	24,917
Operating lease liabilities	147,700	154,457
Long-term debt	1,942,542	1,943,837
Tax Receivable Agreement liabilities	338,942	358,898
Other non-current liabilities	5,174	41,152
Total non-current liabilities	\$ 2,464,370	\$ 2,523,261
TOTAL LIABILITIES	\$ 6,141,749	\$ 6,267,565
STOCKHOLDERS' EQUITY		
Class A common stock (\$0.001 par value; 1,000,000,000 shares authorized, 118,737,470 and 118,593,062 shares issued and outstanding at March 31, 2024 and December 31, 2023, respectively)	119	119
Class B common stock (\$0.001 par value; 1,000,000,000 shares authorized, 141,486,229 and 141,621,188 shares issued and outstanding at March 31, 2024 and December 31, 2023, respectively)	142	142
Class X common stock (\$0.001 par value; 10,000,000 shares authorized, 640,784 shares issued and 0 outstanding at March 31, 2024 and December 31, 2023)	—	—
Preferred stock (\$0.001 par value; 500,000,000 shares authorized, 0 shares issued and outstanding at March 31, 2024 and December 31, 2023)	—	—
Additional paid-in capital	459,456	441,997
Retained earnings	88,537	114,420
Accumulated other comprehensive income	6,096	3,076
Total stockholders' equity attributable to Ryan Specialty Holdings, Inc.	\$ 554,350	\$ 559,754
Non-controlling interests	420,403	419,890
Total stockholders' equity	\$ 974,753	\$ 979,644
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 7,116,502	\$ 7,247,209

See accompanying Notes to the Consolidated Financial Statements (Unaudited)

Ryan Specialty Holdings, Inc.
Consolidated Statements of Cash Flows (Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 40,677	\$ 36,457
Adjustments to reconcile net income to cash flows used in operating activities:		
(Income) from equity method investment in related party	(5,606)	(1,995)
Amortization	27,988	25,185
Depreciation	2,080	2,192
Prepaid and deferred compensation expense	918	2,212
Non-cash equity-based compensation	17,310	17,879
Amortization of deferred debt issuance costs	3,409	3,039
Amortization of interest rate cap premium	1,739	1,739
Deferred income tax expense	2,139	2,875
Changes in operating assets and liabilities, net of acquisitions:		
Commissions and fees receivable – net	(4,751)	(1,212)
Accrued interest liability	5,958	(4,743)
Other current and non-current assets	2,061	11,197
Other current and non-current accrued liabilities	(210,461)	(254,036)
Total cash flows used in operating activities	\$ (116,539)	\$ (159,211)
CASH FLOWS FROM INVESTING ACTIVITIES		
Business combinations – net of cash acquired and cash held in a fiduciary capacity	—	(102,059)
Capital expenditures	(7,628)	(2,793)
Total cash flows used in investing activities	\$ (7,628)	\$ (104,852)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of term debt	—	(4,125)
Payment of contingent consideration	—	(4,477)
Tax distributions to non-controlling LLC Unitholders	—	(264)
Receipt of taxes related to net share settlement of equity awards	130	404
Taxes paid related to net share settlement of equity awards	(130)	(404)
Dividends paid to Class A common shareholders	(40,021)	—
Distributions to non-controlling LLC Unitholders	(5,617)	—
Payment of accrued return on Ryan Re preferred units	(1,883)	—
Net change in fiduciary liabilities	37,326	(20,754)
Total cash flows used in financing activities	\$ (10,195)	\$ (29,620)
Effect of changes in foreign exchange rates on cash, cash equivalents, and cash and cash equivalents held in a fiduciary capacity	(657)	85
NET CHANGE IN CASH, CASH EQUIVALENTS, AND CASH AND CASH EQUIVALENTS HELD IN A FIDUCIARY CAPACITY	\$ (135,019)	\$ (293,598)
CASH, CASH EQUIVALENTS, AND CASH AND CASH EQUIVALENTS HELD IN A FIDUCIARY CAPACITY—Beginning balance	1,756,332	1,767,385
CASH, CASH EQUIVALENTS, AND CASH AND CASH EQUIVALENTS HELD IN A FIDUCIARY CAPACITY—Ending balance	\$ 1,621,313	\$ 1,473,787
Reconciliation of cash, cash equivalents, and cash and cash equivalents held in a fiduciary capacity		
Cash and cash equivalents	665,420	704,746
Cash and cash equivalents held in a fiduciary capacity	955,893	769,041
Total cash, cash equivalents, and cash and cash equivalents held in a fiduciary capacity	\$ 1,621,313	\$ 1,473,787

See accompanying Notes to the Consolidated Financial Statements (Unaudited)

Ryan Specialty Holdings, Inc.
Consolidated Statements of Stockholders' Equity (Unaudited)
(In thousands, except share data)

	Class A Common Stock		Class B Common Stock		Additional Paid-in	Retained	Accumulated Other Comprehensive	Non- controlling	Total Stockholder s'
	Shares	Amount	Shares	Amount	Capital	Earnings	Income	Interests	Equity
Balance at December 31, 2023	118,593,062	\$ 119	141,621,188	\$ 142	\$ 441,997	\$ 114,420	\$ 3,076	\$ 419,890	\$ 979,644
Net income	—	—	—	—	—	16,535	—	24,142	40,677
Issuance of common stock	9,449	—	—	—	—	—	—	—	—
Exchange of LLC equity for common stock	134,959	—	(134,959)	—	240	—	—	(240)	—
Class A common stock dividends and Dividend Equivalents	—	—	—	—	—	(42,418)	—	—	(42,418)
Distributions and Declared Distributions to non-controlling LLC Unitholders	—	—	—	—	—	—	—	(5,766)	(5,766)
Tax Receivable Agreement liability and deferred taxes arising from LLC interest ownership changes	—	—	—	—	(78)	—	—	—	(78)
Distributions declared for non-controlling interest holders' tax	—	—	—	—	—	—	—	(22,177)	(22,177)
Change in share of equity method investment in related party other comprehensive income	—	—	—	—	—	—	1,510	2,270	3,780
Gain on interest rate cap, net	—	—	—	—	—	—	1,918	2,887	4,805
Foreign currency translation adjustments	—	—	—	—	—	—	(408)	(616)	(1,024)
Equity-based compensation	—	—	—	—	17,297	—	—	13	17,310
Balance at March 31, 2024	118,737,470	\$ 119	141,486,229	\$ 142	\$ 459,456	\$ 88,537	\$ 6,096	\$ 420,403	\$ 974,753

	Class A Common Stock		Class B Common Stock		Additional Paid-in	Retained	Accumulated Other Comprehensive	Non- controlling	Total Stockholder s'
	Shares	Amount	Shares	Amount	Capital	Earnings	Income	Interests	Equity
Balance at December 31, 2022	112,437,825	\$ 112	147,214,275	\$ 147	\$ 418,123	\$ 53,988	\$ 6,035	\$ 339,407	\$ 817,812
Net income	—	—	—	—	—	13,160	—	23,297	36,457
Issuance of common stock	3,468	—	—	—	—	—	—	—	—
Exchange of LLC equity for common stock	792,358	1	(792,358)	(1)	1,430	—	—	(1,430)	—
Tax Receivable Agreement liability and deferred taxes arising from LLC interest ownership changes	—	—	—	—	(395)	—	—	—	(395)
Distributions declared for non-controlling interest holders' tax	—	—	—	—	—	—	—	(15,382)	(15,382)
Change in share of equity method investment in related party other comprehensive income	—	—	—	—	—	—	214	370	584
Loss on interest rate cap, net	—	—	—	—	—	—	(2,251)	(3,889)	(6,140)
Foreign currency translation adjustments	—	—	—	—	—	—	285	498	783
Equity-based compensation	—	—	—	—	17,740	—	—	139	17,879
Balance at March 31, 2023	113,233,651	\$ 113	146,421,917	\$ 146	\$ 436,898	\$ 67,148	\$ 4,283	\$ 343,010	\$ 851,598

See accompanying Notes to the Consolidated Financial Statements (Unaudited)

Ryan Specialty Holdings, Inc.
Notes to the Consolidated Financial Statements (Unaudited)
(Tabular amounts presented in thousands, except share and per share data)

1. Basis of Presentation

Nature of Operations

Ryan Specialty Holdings, Inc., (the “Company”) is a service provider of specialty products and solutions for insurance brokers, agents, and carriers. These services encompass distribution, underwriting, product development, administration, and risk management by acting as a wholesale broker and a managing underwriter or a program administrator with delegated authority from insurance carriers. The Company’s offerings cover a wide variety of sectors including commercial, industrial, institutional, governmental, and personal through one operating segment, Ryan Specialty. With the exception of the Company’s equity method investment, the Company does not take on any underwriting risk.

The Company is headquartered in Chicago, Illinois, and has operations in the United States, Canada, the United Kingdom, Europe, and Singapore. The Company’s Class A common stock is traded on the New York Stock Exchange under the ticker symbol “RYAN”.

Organization

Ryan Specialty Holdings, Inc., was formed as a Delaware corporation on March 5, 2021, for the purpose of completing an IPO and to carry on the business of the LLC. New Ryan Specialty, LLC, or New LLC, was formed as a Delaware limited liability company on April 20, 2021, for the purpose of becoming, subsequent to our IPO, an intermediate holding company between Ryan Specialty Holdings, Inc., and the LLC. The Company is the sole managing member of New LLC. New LLC is a holding company with its sole material asset being a controlling equity interest in the LLC. The Company operates and controls the business and affairs of the LLC through New LLC and, through the LLC, conducts its business. Accordingly, the Company consolidates the financial results of New LLC, and therefore the LLC, and reports the non-controlling interests of New LLC’s Common Units on its consolidated financial statements. As the LLC is substantively the same as New LLC, for the purpose of this document, we will refer to both New LLC and the LLC as the “LLC”. As of March 31, 2024, the Company owned 45.6% of the outstanding LLC Common Units.

Basis of Presentation

The accompanying unaudited consolidated interim financial statements and notes thereto have been prepared in accordance with U.S. GAAP. Certain information and disclosures normally included in the financial statements prepared in accordance with U.S. GAAP have been omitted pursuant to the rules and regulations of the SEC for interim financial information. These consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K filed with the SEC on February 28, 2024. Interim results are not necessarily indicative of results for the full fiscal year due to seasonality and other factors.

In the opinion of management, the consolidated interim financial statements include all normal recurring adjustments necessary to present fairly the Company’s consolidated financial position, results of operations, and cash flows for all periods presented. Certain prior period amounts in the Consolidated Statements of Cash Flows have been reclassified to conform to the current year presentation.

Principles of Consolidation

The unaudited consolidated interim financial statements include the accounts of the Company and its subsidiaries that it controls due to ownership of a majority voting interest or pursuant to variable interest entity (“VIE”) accounting. All intercompany transactions and balances have been eliminated in consolidation.

The Company, through its intermediate holding company New LLC, owns a minority economic interest in, and operates and controls the businesses and affairs of, the LLC. The LLC is a VIE of the Company and the Company is the primary beneficiary of the LLC as the Company has both the power to direct the activities that most significantly impact the LLC’s economic performance and has the obligation to absorb losses of, and receive benefits from, the LLC, which could be significant to the Company. Accordingly, the Company has prepared these consolidated financial statements in accordance with Accounting Standards Codification 810, *Consolidation* (“ASC 810”). ASC 810 requires that if an entity is the primary beneficiary of a VIE, the assets, liabilities, and results of operations of the VIE should be included in the consolidated financial statements of such entity. The Company’s relationship with the LLC results in no recourse to the general credit of the Company and the Company has no contractual requirement to provide financial support to the LLC. The Company shares in the income and losses of the LLC in direct proportion to the Company’s ownership percentage.

Use of Estimates

The preparation of the unaudited consolidated interim financial statements and notes thereto requires management to make estimates, judgments, and assumptions that affect the amounts reported in the unaudited consolidated interim financial statements and in the notes thereto. Such estimates and assumptions could change in the future as circumstances change or more information becomes available, which could affect the amounts reported and disclosed herein.

Significant Accounting Policies

There have been no material changes in the Company's significant accounting policies from those that were disclosed for the year ended December 31, 2023 in the Company's Annual Report on Form 10-K filed with the SEC on February 28, 2024.

Recently Issued Accounting Pronouncements

Recently Issued Accounting Pronouncements Not Yet Adopted

In November 2023, the FASB issued ASU 2023-07 *Segment Reporting (Topic 280) — Improvements to Reportable Segment Disclosures*, which requires disclosure of incremental segment information on an annual and interim basis. This ASU is effective for annual periods beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The amendments in this ASU should be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09 *Income Taxes (Topic 740) — Improvements to Income Tax Disclosures*, which includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. This ASU is effective for annual periods beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of adopting this ASU on its consolidated financial statements and disclosures.

New Accounting Pronouncements Recently Adopted

In March 2024, the FASB issued ASU 2024-01 *Compensation — Stock Compensation (Topic 718) — Scope Application of Profits Interest and Similar Awards*, which provides illustrative examples to demonstrate how an entity should apply the scope guidance in paragraph 718-10-15-3 to determine whether profits interests and similar awards should be accounted for in accordance with Topic 718. This ASU is effective for public companies for fiscal years beginning after December 15, 2024, but early adoption is permitted. The Company adopted this standard retrospectively on January 1, 2024 with no material impact to the consolidated financial statements or disclosures.

In March 2024, the FASB issued ASU 2024-02 *Codification Improvements — Amendments to Remove References to the Concept Statements*, which removes references to various FASB Concepts Statements which will simplify the Codification and draw a distinction between authoritative and nonauthoritative literature. This ASU is effective for public companies for fiscal years beginning after December 15, 2024, but early adoption is permitted. The Company adopted this standard prospectively on January 1, 2024 with no material impact to the consolidated financial statements or disclosures.

2.Revenue from Contracts with Customers

Disaggregation of Revenue

The following table summarizes revenue from contracts with customers by Specialty:

	Three Months Ended March 31,	
	2024	2023
Wholesale Brokerage	\$ 323,445	\$ 285,850
Binding Authority	88,635	69,526
Underwriting Management	125,807	92,137
Total Net commissions and fees	\$ 537,887	\$ 447,513

Contract Balances

Contract assets, which arise primarily from the Company’s supplemental commission arrangements and medical stop loss business, are included within Commissions and fees receivable – net on the Consolidated Balance Sheets. The contract assets balance was \$18.0 million and \$13.4 million as of March 31, 2024 and December 31, 2023, respectively. For contract assets, payment is typically due within one year of the completed performance obligation. The contract liability balance related to deferred revenue, which is included in Accounts payable and accrued liabilities on the Consolidated Balance Sheets, was \$5.7 million and \$7.8 million as of March 31, 2024 and December 31, 2023, respectively. During the three months ended March 31, 2024, \$3.5 million of the contract liabilities outstanding as of December 31, 2023 were recognized in revenue.

3. Mergers and Acquisitions

There were no acquisitions completed during the three months ended March 31, 2024.

2023 Acquisitions

On January 3, 2023, the Company completed the acquisition of certain assets of Griffin Underwriting Services (“Griffin”), a binding authority specialist and wholesale insurance broker headquartered in Bellevue, Washington, for cash consideration of \$115.5 million.

On July 1, 2023, the Company completed the acquisitions of certain assets of ACE Benefit Partners, Inc. (“ACE”), a medical stop loss general agent headquartered in Eagle, Idaho, and Point6 Healthcare, LLC (“Point6”), a distributor of medical stop loss insurance on behalf of retail brokers and third-party administrators headquartered in Plano, Texas, for an aggregate \$46.8 million of cash consideration and \$2.3 million of contingent consideration. During the three months ended March 31, 2024, a measurement period adjustment related to the initial valuation of contingent consideration of \$0.6 million was recognized in Goodwill on the Consolidated Balance Sheets.

On July 3, 2023, the Company completed the acquisition of Socius Insurance Services (“Socius”), a national wholesale insurance broker headquartered in Northern California, for \$253.5 million of cash consideration, \$5.8 million of contingent consideration, and \$2.7 million of RYAN Class A common stock.

On December 1, 2023, the Company completed the acquisition of AccuRisk Holdings, LLC (“AccuRisk”), a medical stop loss managing general underwriter headquartered in Chicago, Illinois, for \$98.3 million of cash consideration. During the three months ended March 31, 2024, a measurement period adjustment related to the initial valuation of contingent consideration of \$0.3 million was recognized in Goodwill on the Consolidated Balance Sheets.

Estimates and assumptions used in the acquisition valuations are subject to change within the measurement period up to one year from each acquisition date.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information presents the combined results of operations of the Company as if the 2023 acquisitions, excluding Griffin as it is already included in the results of both periods presented, occurred on January 1, 2023. The unaudited pro forma financial information is presented for informational purposes only and is not indicative of the results of operations that would have been achieved if the acquisitions had taken place on the date indicated or of results that may occur in the future.

	Three Months Ended March 31, 2023
Total revenue	\$ 488,482
Net income	13,819

The unaudited pro forma financial information includes adjustments of (i) incremental amortization expense on intangible assets acquired of \$2.7 million, (ii) an increase in transaction costs of \$2.0 million, and (iii) an increase of \$18.4 million of income tax expense related to the common control reorganizations as part of the Socius and AccuRisk acquisitions.

Contingent Consideration

Total consideration for certain acquisitions includes contingent consideration, which is generally based on the EBITDA or revenue of the acquired business following a defined period after purchase. Further information regarding fair value measurements of contingent consideration is detailed in Note 13, *Fair Value Measurements*. The Company recognizes income or loss for the changes in fair value of estimated contingent consideration within Change in contingent consideration, and recognizes accretion of the discount on these

liabilities within Interest expense, net, on the Consolidated Statements of Income. The table below summarizes the amounts recognized:

	Three Months Ended March 31,	
	2024	2023
Change in contingent consideration	\$ (65)	\$ 714
Interest expense, net	936	871
Total	\$ 871	\$ 1,585

The aggregate amount of maximum contingent consideration related to acquisitions was \$98.1 million as of March 31, 2024.

4. Restructuring

In February 2023, the Company initiated the ACCELERATE 2025 program that will enable continued growth, drive innovation, and deliver sustainable productivity improvements over the long term. The restructuring plan aims to reduce costs and increase efficiencies through a focus on optimizing the Company's operations and technology. In its expanded form, the restructuring plan is expected to incur total restructuring costs of approximately \$110.0 million through December 31, 2024 and to generate annual savings of approximately \$60.0 million in 2025. The total expected costs of the plan include \$55.0 million related to operations and technology optimization, \$40.0 million related to employee compensation and benefits, and \$15.0 million related to asset impairment and other termination costs.

The table below presents the restructuring expense for the program incurred:

	Three Months Ended March 31,		Inception-to-Date As of March 31, 2024
	2024	2023	
Operations and technology optimization	\$ 4,435	\$ 1,434	\$ 30,430
Compensation and benefits	24,603	659	35,923
Asset impairment and other termination costs	—	586	11,057
Total	\$ 29,038	\$ 2,679	\$ 77,410

For the three months ended March 31, 2024 and 2023, the Company recognized restructuring expenses of \$26.1 million and \$0.7 million, respectively, including contractor costs, in Compensation and benefits, and \$2.9 million and \$2.0 million, respectively, in General and administrative expense on the Consolidated Statements of Income.

The table below presents a summary of changes in the restructuring liability:

	Operations and Technology Optimization	Compensation and Benefits	Total
Balance at December 31, 2023	\$ 5,886	\$ 1,080	\$ 6,966
Accrued costs	10,392	24,603	34,995
Payments	(8,944)	(24,018)	(32,962)
Balance at March 31, 2024	\$ 7,334	\$ 1,665	\$ 8,999

Accrued costs in the table above include both costs expensed and capitalized during the period. As of March 31, 2024 and December 31, 2023, \$6.9 million and \$5.3 million, respectively, of the restructuring liability was included in Accounts payable and accrued liabilities and \$2.1 million and \$1.7 million, respectively, was included in Current Accrued compensation on the Consolidated Balance Sheets.

5. Receivables and Other Current Assets

Receivables

The Company had receivables of \$299.2 million and \$294.2 million outstanding as of March 31, 2024 and December 31, 2023, respectively, which were recognized within Commissions and fees receivable – net on the Consolidated Balance Sheets. Commission and fees receivable is net of an allowance for credit losses. The Company's allowance for credit losses is based on a combination of factors, including evaluation of historical write-offs, current economic conditions, aging of balances, and other qualitative and quantitative analyses.

The following table provides a summary of changes in the Company's allowance for expected credit losses:

	Three Months Ended March 31,	
	2024	2023
Beginning of period	\$ 2,458	\$ 1,980
Write-offs	(787)	(425)
Increase in provision	390	531
End of period	<u>\$ 2,061</u>	<u>\$ 2,086</u>

Other Current Assets

Major classes of other current assets consist of the following:

	March 31, 2024	December 31, 2023
Prepaid expenses	\$ 25,357	\$ 25,762
Insurance recoverable	19,537	20,562
Other current receivables	17,395	15,905
Total Other current assets	<u>\$ 62,289</u>	<u>\$ 62,229</u>

Other current receivables contain service receivables from Geneva Re, Ltd. See Note 15, *Related Parties*, for further information regarding related parties. See Note 14, *Commitments and Contingencies*, for further information on the insurance recoverable.

6. Leases

The Company has various non-cancelable operating leases with various terms through September 2038, primarily for office space and office equipment. The following table provides additional information about the Company's leases:

	Three Months Ended March 31,	
	2024	2023
Lease costs		
Operating lease costs	\$ 7,878	\$ 8,406
Short-term lease costs		
Operating lease costs	245	238
Sublease income	(148)	(172)
Lease costs – net	<u>\$ 7,975</u>	<u>\$ 8,472</u>
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows for operating leases	\$ 8,031	\$ 7,158
Non-cash related activities		
Right-of-use assets obtained in exchange for new operating lease liabilities	4,007	3,401
Amortization of right-of-use assets for operating lease activity	5,708	6,014
Weighted average discount rate (percent)		
Operating leases	5.2 %	4.8 %
Weighted average remaining lease term (years)		
Operating leases	8.0	8.4

7. Debt

Substantially all of the Company's debt is carried at outstanding principal balance, less debt issuance costs and any unamortized discount. The following table is a summary of the Company's outstanding debt:

	March 31, 2024	December 31, 2023
Term debt		
7-year term loan facility, periodic interest and quarterly principal payments, Adjusted Term SOFR + 2.75% as of March 31, 2024, Adjusted Term SOFR + 3.00% as of December 31, 2023, matures September 1, 2027	\$ 1,577,645	\$ 1,564,718
Senior secured notes		
8-year senior secured notes, semi-annual interest payments, 4.38%, matures February 1, 2030	396,547	400,704
Revolving debt		
5-year revolving loan facility, periodic interest payments, Adjusted Term SOFR + up to 3.00%, plus commitment fees of 0.25%-0.50%, matures July 26, 2026	395	377
Premium financing notes		
Commercial notes, periodic interest and principal payments, 5.75%, expire May 1, 2024	566	2,251
Commercial notes, periodic interest and principal payments, 5.75%, expire June 1, 2024	251	622
Commercial notes, periodic interest and principal payments, 6.00%, expire June 19, 2024	1,675	2,485
Commercial notes, periodic interest and principal payments, 5.75%, expire June 21, 2024	1,438	2,855
Units subject to mandatory redemption	3,399	5,200
Total debt	\$ 1,981,916	\$ 1,979,212
Less: Short-term debt and current portion of long-term debt	(39,374)	(35,375)
Long-term debt	\$ 1,942,542	\$ 1,943,837

Term Loan

The original principal of the Term Loan was \$1,650.0 million. As of March 31, 2024, \$1,596.4 million of the principal was outstanding, \$11.5 million of interest was accrued, and the related unamortized deferred issuance costs were \$30.2 million. As of December 31, 2023, \$1,596.4 million of the principal was outstanding, \$1.1 million of interest was accrued, and the related unamortized deferred issuance costs were \$32.8 million.

On January 19, 2024, the Company entered into the fifth amendment (the "Repricing Amendment") to the Term Loan's Credit Agreement. As a result of the Repricing Amendment, the applicable interest rate of the Term Loan was reduced from Adjusted Term SOFR + 3.00% to Adjusted Term SOFR + 2.75% and no longer contains a credit spread adjustment. All other material provisions remain unchanged. The portion of the debt related to the lenders that opted out of the repricing was considered extinguished and their portion of the legacy debt issuance costs of \$0.4 million was written off during the three months ended March 31, 2024, which was recognized in Interest expense, net on the Consolidated Statements of Income. Additionally, the Company incurred third-party fees related to the repricing of \$1.9 million for the three months ended March 31, 2024, which were recognized in Other non-operating loss (income) on the Consolidated Statements of Income.

Revolving Credit Facility

The Revolving Credit Facility had a borrowing capacity of \$600.0 million as of March 31, 2024 and December 31, 2023. As the Revolving Credit Facility had not been drawn on as of March 31, 2024 or December 31, 2023, the deferred issuance costs related to the facility of \$3.5 million and \$4.1 million, respectively, were included in Other non-current assets on the Consolidated Balance Sheets. The commitments available to be borrowed under the Revolving Credit Facility were \$599.6 million and \$599.7 million as of March 31, 2024 and December 31, 2023, respectively, as the available amount of the facility was reduced by \$0.4 million and \$0.3 million, respectively, of undrawn letters of credit.

The Company pays a commitment fee on undrawn amounts under the facility of 0.25% - 0.50%. As of March 31, 2024 and December 31, 2023, the Company accrued \$0.4 million of unpaid commitment fees related to the Revolving Credit Facility in Short-term debt and current portion of long-term debt on the Consolidated Balance Sheets.

Senior Secured Notes due 2030

In February 2022, the LLC issued \$400.0 million of Senior Secured Notes. As of March 31, 2024 and December 31, 2023, accrued interest on the notes was \$2.9 million and \$7.3 million, respectively, and the related unamortized deferred issuance costs plus discount were \$6.3 million and \$6.6 million, respectively.

Subsidiary Units Subject to Mandatory Redemption

Ryan Re Underwriting Managers, LLC (“Ryan Re”) has the obligation to settle its outstanding preferred units owned by Patrick G. Ryan in the amount of the aggregate unreturned capital and unpaid dividends on June 13, 2034, fifteen years from original issuance. As these units are mandatorily redeemable, they are classified as Long-term debt on the Consolidated Balance Sheets. The historical cost of the units is \$3.3 million, which was valued using an implicit rate of 9.8%. Accretion of the discount using the implicit rate is recognized as Interest expense, net in the Consolidated Statements of Income. As of March 31, 2024 and December 31, 2023, interest accrued on these units was \$0.1 million and \$1.9 million, respectively. \$1.9 million of accrued return on the Ryan Re preferred units was paid during the three months ended March 31, 2024. See Note 17, *Related Parties*, for further information on Ryan Re.

8. Stockholders’ Equity

Ryan Specialty’s amended and restated certificate of incorporation authorizes the issuance of up to 1,000,000,000 shares of Class A common stock, 1,000,000,000 shares of Class B common stock, 10,000,000 shares of Class X common stock, and 500,000,000 shares of preferred stock, each having a par value of \$0.001 per share.

The New LLC Operating Agreement requires that the Company and the LLC at all times maintain a one-to-one ratio between the number of shares of Class A common stock issued by the Company and the number of LLC Common Units owned by the Company, except as otherwise determined by the Company.

Class A and Class B Common Stock

Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is initially entitled to 10 votes per share but, upon the occurrence of certain events as set forth in the Company’s amended and restated certificate of incorporation, will be entitled to one vote per share in the future. All holders of Class A common stock and Class B common stock vote together as a single class except as otherwise required by applicable law or our amended and restated certificate of incorporation. Holders of Class B common stock do not have any right to receive dividends or distributions upon the liquidation or winding up of the Company.

In accordance with the New LLC Operating Agreement, the LLC Unitholders are entitled to exchange LLC Common Units for shares of Class A common stock or, at the Company’s election, for cash from a substantially concurrent public offering or private sale (based on the price of our Class A common stock in such public offering or private sale). The LLC Unitholders are also required to deliver to the Company an equivalent number of shares of Class B common stock to effectuate such an exchange. Any shares of Class B common stock so delivered will be canceled. Shares of Class B common stock are not issued for Class C Incentive Units that are exchanged for LLC Common Units as these LLC Common Units are immediately exchanged for Class A common stock as discussed in Note 9, *Equity-Based Compensation*.

Class X Common Stock

There were no shares of Class X common stock outstanding as of March 31, 2024 or December 31, 2023. Shares of Class X common stock have no economic, voting, or dividend rights.

Preferred Stock

There were no shares of preferred stock outstanding as of March 31, 2024 or December 31, 2023. Under the terms of the amended and restated certificate of incorporation, the Board is authorized to direct the Company to issue shares of preferred stock in one or more series without stockholder approval. The Board has the discretion to determine the rights, preferences, privileges, and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

Dividends

During the three months ended March 31, 2024, the Company’s Board of Directors declared a one-time special cash dividend of \$0.23 per share and initiated a regular quarterly cash dividend of \$0.11 per share on the Company’s outstanding Class A common stock.

During the three months ended March 31, 2024, \$40.0 million of dividends, consisting of \$27.1 million related to the special dividend and \$12.9 million related to the regular quarterly dividend, was paid on Class A common stock.

Non-controlling Interests

The Company is the sole managing member of the LLC. As a result, the Company consolidates the LLC in its consolidated financial statements, resulting in non-controlling interests related to the LLC Common Units not held by the Company. As of March 31, 2024 and December 31, 2023, the Company owned 45.6% of the economic interests in the LLC, while the non-controlling interest holders owned the remaining 54.4% of the economic interests in the LLC.

Weighted average ownership percentages for the applicable reporting periods are used to attribute net income (loss) and other comprehensive income (loss) to the Company and the non-controlling interest holders. The non-controlling interest holders' weighted average ownership percentage was 54.9% and 57.0% for the three months ended March 31, 2024 and 2023, respectively.

During the three months ended March 31, 2024, the Company initiated a regular quarterly cash distribution of \$0.04 per unit on the LLC's outstanding LLC Common Units. During the three months ended March 31, 2024, \$5.6 million in distributions was paid to the non-controlling interest holders of the LLC Common Units.

9. Equity-Based Compensation

The Ryan Specialty Holdings, Inc., 2021 Omnibus Incentive Plan (the "Omnibus Plan") governs, among other things, the types of awards the Company can grant to employees as equity-based compensation awards. The Omnibus Plan provides for potential grants of the following awards: (i) stock options, (ii) stock appreciation rights, (iii) restricted stock awards, (iv) performance awards, (v) other stock-based awards, (vi) other cash-based awards, and (vii) analogous equity awards made in equity of the LLC.

IPO-Related Awards

As a result of the Organizational Transactions, pre-IPO holders of LLC Units that were granted as incentive awards, which had historically been classified as equity and vested pro rata over five years, were required to exchange their LLC Units for either Restricted Stock or Restricted Common Units. Additionally, Reload Options or Reload Class C Incentive Units were issued to employees in order to protect against the dilution of their existing awards upon exchange to the new awards.

Separately, certain employees were granted one or more of the following new awards: (i) Restricted Stock Units ("RSUs"), (ii) Staking Options, (iii) Restricted LLC Units ("RLUs"), or (iv) Staking Class C Incentive Units. The terms of these awards are described below. All awards granted as part of the Organizational Transactions and the IPO are subject to non-linear transfer restrictions for at least the five-year period following the IPO.

Incentive Awards

As part of the Company's annual compensation process, the Company issues certain employees and directors equity-based compensation awards ("Incentive Awards"). Additionally, the Company offers Incentive Awards to certain new hires. These Incentive Awards typically take the form of (i) RSUs, (ii) RLUs, (iii) Class C Incentive Units, (iv) Stock Options, (v) Performance Stock Units ("PSUs"), and (vi) Performance LLC Units ("PLUS"). The terms of these awards are described below.

Restricted Stock and Restricted Common Units

As part of the Organizational Transactions, certain existing employee unitholders were granted Restricted Stock or Restricted Common Units in exchange for their LLC Units. The Restricted Stock and Restricted Common Units follow the vesting schedule of the LLC Units for which they were exchanged. LLC Units historically vested pro rata over 5 years.

	Three Months Ended March 31, 2024			
	Restricted Stock	Weighted Average Grant Date Fair Value	Restricted Common Units	Weighted Average Grant Date Fair Value
Unvested at beginning of period	938,910	\$ 21.15	1,122,564	\$ 23.84
Granted	—	—	—	—
Vested	(5,144)	21.15	(5,124)	23.84
Forfeited	—	—	—	—
Unvested at end of period	933,766	\$ 21.15	1,117,440	\$ 23.84

Restricted Stock Units (RSUs)

IPO RSUs

Related to the IPO, the Company granted RSUs to certain employees. The IPO RSUs vest either pro rata over 5 years from the grant date or over 10 years from the grant date, with 10% vesting in each of years 3 through 9 and 30% vesting in year 10.

Incentive RSUs

As part of the Company's compensation process, the Company issues Incentive RSUs to certain employees. The Incentive RSUs vest either 100% 3 or 5 years from the grant date, pro rata over 3 or 5 years from the grant date, over 5 years from the grant date, with one-third of the grant vesting in each of years 3, 4 and 5, or over 7 years from the grant date, with 20% vesting in each of years 3 through 7.

Upon vesting, RSUs automatically convert on a one-for-one basis into Class A common stock.

	Three Months Ended March 31, 2024			
	IPO RSUs		Incentive RSUs	
	Restricted Stock Units	Weighted Average Grant Date Fair Value	Restricted Stock Units	Weighted Average Grant Date Fair Value
Unvested at beginning of period	3,359,778	\$ 23.07	1,819,916	\$ 38.02
Granted	—	—	645,326	52.38
Vested	—	—	(9,449)	32.30
Forfeited	(32,646)	22.69	(37,346)	38.15
Unvested at end of period	3,327,132	\$ 23.08	2,418,447	\$ 41.88

Stock Options

Reload and Staking Options

As part of the Organizational Transactions and IPO, certain employees were granted Reload Options or Staking Options that entitle the award holder to future purchases of Class A common stock, on a one-for-one basis, at the IPO price of \$23.50. The Reload Options vest either 100% 3 years from the grant date or over 5 years from the grant date, with one-third of the grant vesting in each of years 3, 4 and 5. In general, vested Reload Options are exercisable up to the tenth anniversary of the grant date. The Staking Options vest over 10 years from the grant date, with 10% vesting in each of years 3 through 9 and 30% vesting in year 10. In general, vested Staking Options are exercisable up to the eleventh anniversary of the grant date.

Incentive Options

As part of the Company's compensation process, the Company may issue Incentive Options to certain employees that entitle the award holder to future purchases of Class A common stock, on a one-for-one basis, at the respective exercise prices. The Incentive Options vest either over 5 years from the grant date, with one-third of the grant vesting in each of years 3, 4 and 5 or pro rata over 7 years from the grant date. In general, vested Incentive Options are exercisable up to the tenth anniversary of the grant date.

	Three Months Ended March 31, 2024			
	Reload Options ¹	Staking Options ¹	Incentive Options	Incentive Options Weighted Average Exercise Price
Outstanding at beginning of period	4,473,388	66,667	165,684	\$ 34.39
Granted	—	—	150,000	52.38
Exercised	—	—	—	—
Forfeited	(5,664)	—	—	—
Outstanding at end of period	4,467,724	66,667	315,684	\$ 42.94

¹ As the Reload and Staking Options were one-time grants at the IPO, the weighted average exercise price for any movements in these awards will perpetually be \$23.50. As such, the values are not presented in the table above.

The fair value of Incentive Options granted during the three months ended March 31, 2024 was determined using the Black-Scholes option pricing model with the following assumptions:

	Incentive Options
Volatility	25.0%
Time to maturity (years)	7.0
Risk-free rate	4.2%
Dividend yield	0.8%
Fair value per option	\$17.09

The use of a valuation model for the Options requires management to make certain assumptions with respect to selected model inputs. Expected volatility was calculated based on the observed volatility for comparable companies. The expected time to maturity was based on the weighted-average vesting term and contractual term of the awards. The risk-free interest rate was based on U.S. Treasury rates commensurate with the expected life of the award. The dividend yield was based on the Company's expected dividend rate.

Restricted LLC Units (RLUs)

IPO RLUs

Related to the IPO, the Company granted RLUs to certain employees that vest either pro rata over 5 years from the grant date or over 10 years from the grant date, with 10% vesting in each of years 3 through 9 and 30% vesting in year 10.

Incentive RLUs

As part of the Company's compensation process, the Company issues Incentive RLUs to certain employees. The Incentive RLUs vest either 100% 3 years from the grant date, pro rata over 3 or 5 years from the grant date, or over 7 years from the grant date, with 20% vesting in each of years 3 through 7.

Upon vesting, RLUs convert on a one-for-one basis into either LLC Common Units or Class A common stock at the election of the Company.

	Three Months Ended March 31, 2024			
	IPO RLUs		Incentive RLUs	
	Restricted LLC Units	Weighted Average Grant Date Fair Value	Restricted LLC Units	Weighted Average Grant Date Fair Value
Unvested at beginning of period	1,448,127	\$ 25.09	482,329	\$ 39.80
Granted	—	—	249,971	51.33
Vested	—	—	—	—
Forfeited	—	—	—	—
Unvested at end of period	1,448,127	\$ 25.09	732,300	\$ 43.74

Class C Incentive Units

Reload and Staking Class C Incentive Units

As part of the Organizational Transactions and IPO, certain employees were granted Reload Class C Incentive Units or Staking Class C Incentive Units, which are profits interests. When the value of Class A common stock exceeds the participation threshold, vested profits interests may be exchanged for LLC Common Units of equal value. On exchange, the LLC Common Units are immediately redeemed on a one-to-one basis for Class A common stock. The Reload Class C Incentive Units vest either 100% 3 years from the grant date or over 5 years from the grant date, with one-third of the grant vesting in each of years 3, 4 and 5. The Staking Class C

Incentive Units vest either pro rata over 5 years from the grant date or over 10 years from the grant date, with 10% vesting in each of years 3 through 9 and 30% vesting in year 10.

Class C Incentive Units

As part of the Company’s compensation process, the Company issues Class C Incentive Units to certain employees, which are profits interests. When the value of Class A common stock exceeds the participation threshold, vested profits interests may be exchanged for LLC Common Units of equal value. On exchange, the LLC Common Units are immediately redeemed on a one-to-one basis for Class A common stock. The Class C Incentive Units vest over 8 years from the grant date, with 15% vesting in each of years 3 through 7 and 25% vesting in year 8, or over 7 years from the grant date, with 20% vesting in each of years 3 through 7.

	Three Months Ended March 31, 2024			
	Reload Class C Incentive Units	Staking Class C Incentive Units	Class C Incentive Units	Class C Incentive Units Weighted Average Participation Threshold
Unvested at beginning of period	3,911,490	1,876,669	495,822	\$ 36.96
Granted	—	—	—	—
Vested	—	—	—	—
Forfeited	—	—	—	—
Unvested at end of period	3,911,490	1,876,669	495,822	\$ 36.92

As the Reload and Staking Class C Incentive Units were one-time grants at the IPO, the weighted average participation threshold for these awards will be consistent across any type of movement. The weighted average participation threshold for Reload and Staking Class C Incentive Units was \$23.46 and \$23.50 as of March 31, 2024 and December 31, 2023, respectively. The decrease in the participation thresholds for the various types of Class C Incentive Units was due to the distributions declared to these awards during the three months ended March 31, 2024.

Performance Based Awards

Performance Stock Units (PSUs) and Performance LLC Units (PLUs)

Certain employees were granted performance-based equity awards, either PSUs or PLUs, subject to the Company’s achievement of several defined performance metrics including (i) an Adjusted EBITDAC Margin target, (ii) an Organic Revenue Growth Compound Annual Growth Rate (“CAGR”) target, and (iii) total shareholder return (“TSR”) CAGR targets. The TSR CAGR targets are measured from the grant date share price to the sum of (i) the average of (a) the volume weighted average price (“VWAP”) of the Class A common stock for the fourth quarter of 2027 and (b) the VWAP of the Class A common stock for the first quarter of 2028 and (ii) dividends paid to Class A common shareholders. The Adjusted EBITDAC Margin and the Organic Revenue Growth CAGR targets as well as a minimum threshold for the TSR CAGR target must be achieved for the awards to vest. If the Adjusted EBITDAC Margin or the Organic Revenue Growth CAGR targets are not met, or the TSR CAGR is below the minimum threshold, the awards will be forfeit.

PSUs represent the right to receive Class A common shares and PLUs represent the right to receive LLC Common Units upon vesting. If the Adjusted EBITDAC Margin and the Organic Revenue Growth CAGR targets are achieved, and the TSR CAGR meets at least the minimum threshold, the TSR CAGR targets will determine how many Class A common shares or LLC Common Units, as applicable, the awards vest into. Assuming the minimum threshold is met, the awards will vest into between 75% and 150% of the applicable stock or units. The payout percentage between the TSR CAGR range will be determined on a graduated basis. Confirmation of the targets will not occur until after the Company’s fiscal year 2028 earnings are reported. If the targets are achieved,

the awards will vest on April 1, 2029. The probability of achieving the performance metrics is assessed each reporting period for expense purposes.

	Three Months Ended March 31, 2024			
	PSUs		PLUs	
	Performance Stock Units	Weighted Average Grant Date Fair Value	Performance LLC Units	Weighted Average Grant Date Fair Value
Unvested at beginning of period	—	\$ —	—	\$ —
Granted	303,721	24.75	487,218	24.40
Vested	—	—	—	—
Forfeited	—	—	—	—
Unvested at end of period	303,721	\$ 24.75	487,218	\$ 24.40

The fair value of the performance-based awards granted during the three months ended March 31, 2024 was determined using the Monte Carlo simulation valuation model with the following assumptions:

	PSUs and PLUs
Volatility	24.7%
Time to maturity (years)	4.1
Risk-free rate	4.2%
Initial RYAN stock price	\$52.38

The use of a valuation model for the PSUs and PLUs requires management to make certain assumptions with respect to selected model inputs. Expected volatility was calculated based on the observed volatility for comparable companies. The time to maturity was based on the stock price CAGR target through the first quarter of 2028. The risk-free interest rate was based on U.S. Treasury rates commensurate with the performance period. The initial RYAN stock price is the base for the stock price CAGR target. The difference in the grant date fair value of the PSUs and PLUs relates to the difference in Dividend Equivalents and Distributions Declared (as defined below) each award is entitled to accrue.

Non-Employee Director Stock Grants

The Company grants RSUs (“Director Stock Grants”) to non-employee directors serving as members of the Company’s Board of Directors, with the exception of the one director appointed by Onex in accordance with Onex’s nomination rights who has agreed to forgo any compensation for his service to the Board. The Director Stock Grants are fully vested upon grant. The next grant is anticipated to occur in the second quarter of 2024 concurrent with the annual shareholders’ meeting.

Dividend Equivalents and Declared Distributions

A majority of the Company’s unvested equity-based compensation awards, with the exception of Options and Class C Incentive Units, are entitled to accrue dividend equivalents if the award vests into Class A common stock (“Dividend Equivalents”) or declared distributions if the award vests into LLC Common Units (“Declared Distributions”) over the period the underlying award vests. The Dividend Equivalents and Declared Distributions will be paid in cash to award holders at the time the underlying award vests. If an award holder forfeits their underlying award, the accrued Dividend Equivalents or Declared Distributions will also be forfeited. Class C Incentive Units do not accrue cash distributions but instead have their participation thresholds lowered by each distribution declared. Options do not participate in dividends.

As of March 31, 2024, the Company accrued \$0.5 million and \$0.1 million related to Dividend Equivalents and Declared Distributions, respectively, in Accounts payable and accrued liabilities, and \$1.9 million and \$0.1 million related to Dividend Equivalents and Declared Distributions, respectively, in Other non-current liabilities on the Consolidated Balance Sheets.

Equity-Based Compensation Expense

As of March 31, 2024, the unrecognized equity-based compensation costs related to each type of equity-based compensation award described above and the related weighted-average remaining expense period were as follows:

	Amount	Weighted Average Remaining Expense Period (years)
Restricted Stock	\$ 2,760	0.7
IPO RSUs	36,239	3.7
Incentive RSUs	71,388	2.7
Reload Options	2,036	1.2
Staking Options	293	5.3
Incentive Options	3,401	2.0
PSUs	7,392	5.0
Restricted Common Units	1,577	0.3
IPO RLUs	20,946	5.0
Incentive RLUs	25,429	2.4
Reload Class C Incentive Units	1,892	1.2
Staking Class C Incentive Units	11,643	4.5
Class C Incentive Units	6,918	4.1
PLUs	11,690	5.0
Total unrecognized equity-based compensation expense	\$ 203,604	

The following table includes the equity-based compensation the Company recognized by award type from the view of expense related to pre-IPO and post-IPO awards. The table also presents the unrecognized equity-based compensation expense as of March 31, 2024 in the same view.

	Recognized		Unrecognized As of March 31, 2024
	Three Months Ended 2024	March 31, 2024 2023	
IPO awards			
IPO RSUs and Staking Options	\$ 3,013	\$ 4,684	\$ 36,532
IPO RLUs and Staking Class C Incentive Units	2,548	3,150	32,589
Incremental Restricted Stock and Reload Options	954	1,254	3,416
Incremental Restricted Common Units and Reload Class C Incentive Units	1,279	2,094	2,996
Pre-IPO incentive awards			
Restricted Stock	427	751	1,380
Restricted Common Units	208	551	473
Post-IPO incentive awards			
Incentive RSUs	5,983	3,636	71,388
Incentive RLUs	1,578	956	25,429
Incentive Options	201	118	3,401
Class C Incentive Units	515	349	6,918
PSUs	125	—	7,392
PLUs	198	—	11,690
Other expense			
Director Stock Grants	281	336	N/A
Total equity-based compensation expense	\$ 17,310	\$ 17,879	\$ 203,604

10.Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to Ryan Specialty Holdings, Inc., by the weighted-average number of shares of Class A common stock outstanding during the period. Diluted earnings per share is computed giving effect to potentially dilutive shares, including LLC equity awards and the non-controlling interests' LLC Common Units that are exchangeable into Class A common stock. As shares of Class B common stock do not share in earnings and are not participating securities, they are not included in the Company's calculation. A reconciliation of the numerator and denominator used in the calculation of basic and diluted earnings per share of Class A common stock is as follows:

	Three Months Ended March 31,	
	2024	2023
Net income	\$ 40,677	\$ 36,457
Less: Net income attributable to non-controlling interests	24,142	23,297
Net income attributable to Ryan Specialty Holdings, Inc.	\$ 16,535	\$ 13,160
Numerator:		
Net income attributable to Class A common shareholders	\$ 16,535	\$ 13,160
Add (less): Income attributed to substantively vested RSUs	(550)	225
Net income attributable to Class A common shareholders – basic	\$ 15,985	\$ 13,385
Add: Income attributed to dilutive shares	18,242	17,180
Net income attributable to Class A common shareholders – diluted	\$ 34,227	\$ 30,565
Denominator:		
Weighted-average shares of Class A common stock outstanding – basic	117,811,805	111,034,503
Add: Dilutive shares	152,110,563	155,943,721
Weighted-average shares of Class A common stock outstanding – diluted	269,922,368	266,978,224
Earnings per share		
Earnings per share of Class A common stock – basic	\$ 0.14	\$ 0.12
Earnings per share of Class A common stock – diluted	\$ 0.13	\$ 0.11

The following number of shares were excluded from the calculation of diluted earnings per share because the effect of including such potentially dilutive shares would have been antidilutive:

	Three Months Ended March 31,	
	2024	2023
Class C Incentive Units	195,822	495,822
Incentive Options	150,000	168,282
Incentive RSUs	—	5,405

11.Derivatives

Deal-Contingent Foreign Currency Forward

On December 21, 2023, the Company entered into a deal-contingent foreign currency forward (the "Deal-Contingent Forward") to manage the risk of appreciation of the GBP-denominated purchase price of the acquisition of Castel Underwriting Agencies Limited ("Castel"). The Deal-Contingent Forward has a 200.0 million GBP notional amount and will only be executed if and when the Castel acquisition closes. As the Deal-Contingent Forward is an economic hedge and has not been designated as an accounting hedge, any gains or losses resulting from the Deal-Contingent Forward, including changes in the instrument's fair value, are recognized through earnings in the period incurred.

Interest Rate Cap

In April 2022, the Company entered into an interest rate cap agreement to manage its exposure to interest rate fluctuations related to the Company's Term Loan in the amount of \$25.5 million. The interest rate cap has a \$1,000.0 million notional amount, 2.75% strike, and terminates on December 31, 2025. At inception, the Company formally designated the interest rate cap as a cash flow hedge. As of March 31, 2024, the interest rate cap continued to be an effective hedge.

For the three months ended March 31, 2024 and 2023, the increase of \$3.7 million and decrease of \$8.7 million, respectively, in the fair value of the interest rate cap were recognized in Other comprehensive income (loss). As of March 31, 2024, the Company expects

\$22.3 million of unrealized gains from the interest rate cap to be reclassified into earnings over the next twelve months. See Note 16, *Income Taxes*, for further information on the tax effects on other comprehensive income related to the interest rate cap.

The location and gains (losses) on derivatives are reported on the Consolidated Statements of Income as follows:

	Income Statement Caption	Three Months Ended March 31,	
		2024	2023
Change in the fair value of the Deal-Contingent Forward	General and administrative	\$ (2,482)	\$ —
Total impact of derivatives not designated as hedging instruments		\$ (2,482)	\$ —
Interest rate cap premium amortization	Interest expense, net	\$ (1,739)	\$ (1,739)
Amounts reclassified out of other comprehensive income related to the interest rate cap	Interest expense, net	6,544	4,415
Total impact of derivatives designated as hedging instruments		\$ 4,805	\$ 2,676

The location and fair value of derivatives are reported on the Consolidated Balance Sheets as follows:

Balance Sheet Caption	December 31,		
	March 31, 2024	2023	
Derivatives not designated as hedging instruments			
Deal-Contingent Forward	Accounts payable and accrued liabilities	\$ 3,334	\$ 852
Derivatives designated as hedging instruments			
Interest rate cap	Other non-current assets	\$ 33,412	\$ 29,667

See Note 13, *Fair Value Measurements*, for further information on the fair value of derivatives.

12. Variable Interest Entities

As discussed in Note 1, *Basis of Presentation*, the Company consolidates the LLC as a VIE under ASC 810. The Company's financial position, financial performance, and cash flows effectively represent those of the LLC as of and for the three months ended March 31, 2024, with the exception of Cash and cash equivalents of \$19.6 million, Other current assets of \$2.1 million, Deferred tax assets of \$381.8 million, Accounts payable and accrued liabilities of \$2.8 million, Other non-current liabilities of \$1.9 million, and the entire balance of the Tax Receivable Agreement liabilities of \$361.0 million on the Consolidated Balance Sheets, which are attributable solely to Ryan Specialty Holdings, Inc. As of December 31, 2023, Cash and cash equivalents of \$58.2 million, the entire balance of the Tax Receivable Agreement liabilities of \$358.9 million, and Deferred tax assets of \$383.3 million on the Consolidated Balance Sheet were attributable solely to Ryan Specialty Holdings, Inc.

13. Fair Value Measurements

Accounting standards establish a three-tier fair value hierarchy that prioritizes the inputs used in measuring fair values as follows:

Level 1: Observable inputs such as quoted prices for identical assets in active markets;

Level 2: Inputs other than quoted prices for identical assets in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data which requires the use of valuation techniques and the development of assumptions.

The level in the fair value hierarchy within which the fair value measurement is classified is determined based on the lowest level of input that is significant to the fair value measure in its entirety.

The carrying amount of financial assets and liabilities reported in the Consolidated Balance Sheets for commissions and fees receivable—net, other current assets, accounts payable, short-term debt, and other accrued liabilities as of March 31, 2024 and December 31, 2023 approximate fair value because of the short-term duration of these instruments. The fair value of long-term debt, including the Term Loan, Senior Secured Notes, the units subject to mandatory redemption, and any current portion of such debt, was \$1,979.0 million and \$1,976.5 million as of March 31, 2024 and December 31, 2023, respectively. The fair value of the Term Loan and Senior Secured Notes would be classified as Level 2 in the fair value hierarchy and the units subject to mandatory redemption would be classified as Level 3. See Note 7, *Debt* for the carrying values of the Company's debt.

Derivative Instruments

Deal-Contingent Foreign Currency Forward

The Company entered into the Deal-Contingent Forward to manage the risk of appreciation of the GBP-denominated purchase price of the Castel acquisition. The fair value of the Deal-Contingent Forward is determined by comparing the contractual foreign exchange rates to forward market rates for various future dates, probability weighted for when the acquisition is anticipated to close, and discounted to the valuation date. The lowest level of inputs used that are significant in determining the fair value are considered Level 3 inputs. See Note 11, *Derivatives*, for further information on the Deal-Contingent Forward.

Interest Rate Cap

The Company uses an interest rate cap to manage its exposure to interest rate fluctuations related to the Company's Term Loan. The fair value of the interest rate cap is determined using the market standard methodology of discounting the future expected cash receipts that would occur if variable interest rates rise above the strike rate of the cap. The variable interest rates used in the calculation of projected receipts on the cap are based on an expectation of future interest rates derived from observable market interest rate curves and volatilities. The inputs used in determining the fair value of the interest rate cap are considered Level 2 inputs. See Note 11, *Derivatives*, for further information on the interest rate cap.

Contingent Consideration

The fair value of contingent consideration obligations is based on the present value of the future expected payments to be made to the sellers of certain acquired businesses in accordance with the provisions outlined in the respective purchase agreements, which is a Level 3 fair value measurement. In determining fair value, the Company estimates cash payments based on management's financial projections of the performance of each acquired business relative to the formula specified by each purchase agreement. The Company utilizes Monte Carlo simulations to evaluate financial projections of each acquired business. The Monte Carlo models consider forecasted revenue and EBITDA and market risk-adjusted revenue and EBITDA, which are run through a series of simulations. As of March 31, 2024, the models used risk-free rates, expected volatility, and a credit spread that ranged from 4.8% to 5.4%, 6.7% to 18.1%, and 2.6% to 3.5%, respectively. As of December 31, 2023, the models used risk-free rates, expected volatility, and a credit spread that ranged from 4.9% to 5.4%, 7.0% to 21.7%, and 3.3% to 4.2%, respectively. The Company discounts the expected payments created by the Monte Carlo model to present value using a risk-adjusted rate that takes into consideration the market-based rates of return that reflect the ability of the acquired entity to achieve its targets. The discount rate ranges used to present value the cash payments were 7.4% to 8.3% and 8.3% to 9.1% as of March 31, 2024 and December 31, 2023, respectively.

Each period, the Company revalues the contingent consideration obligations associated with certain prior acquisitions to their fair value and records the changes of the fair value of these estimated obligations in Change in contingent consideration in the Consolidated Statements of Income. Changes in contingent consideration result from changes in the assumptions regarding probabilities of successful achievement of related EBITDA and revenue milestones, the estimated timing in which milestones are achieved, and the discount rate used to estimate the fair value of the liability. Contingent consideration may change significantly as the Company's revenue growth rate and EBITDA estimates evolve and additional data is obtained, impacting the Company's assumptions. The use of different assumptions and judgments could result in a different estimate of fair value which may have a material impact on the results from operations and financial position. See Note 3, *Mergers and Acquisitions*, for further information on contingent consideration.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table presents information about the Company's assets and liabilities measured at fair value on a recurring basis by fair value hierarchy input level:

	March 31, 2024			December 31, 2023		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets						
Interest rate cap	\$ —	\$ 33,412	\$ —	\$ —	\$ 29,667	\$ —
Liabilities						
Contingent consideration	—	—	42,864	—	—	41,050
Deal-Contingent Forward	—	—	3,334	—	—	852
Total assets and liabilities measured at fair value	\$ —	\$ 33,412	\$ 46,198	\$ —	\$ 29,667	\$ 41,902

Contingent consideration of \$39.8 million was recorded in Accounts payable and accrued liabilities on the Consolidated Balance Sheets as of March 31, 2024. Contingent consideration of \$3.1 million and \$41.1 million was recorded in Other non-current liabilities on the Consolidated Balance Sheets as of March 31, 2024 and December 31, 2023, respectively.

Level 3 Liabilities Measured at Fair Value

The following is a reconciliation of the beginning and ending balances of the Level 3 liabilities measured at fair value:

	Three Months Ended March 31,	
	2024	2023
Balance at beginning of period	\$ 41,902	\$ 29,251
Total losses included in earnings	3,353	1,585
Settlements	—	(7,912)
Acquisition measurement period adjustments	943	—
Balance at end of period	\$ 46,198	\$ 22,924

For the three months ended March 31, 2023, \$3.4 million and \$4.5 million settlements of contingent consideration are presented in the operating and financing sections, respectively, of the Consolidated Statements of Cash Flows.

14. Commitments and Contingencies

Legal – E&O and Other Considerations

As an E&S and Admitted markets intermediary, the Company faces ordinary course of business E&O exposure. The Company also has potential E&O risk if an insurance carrier with which Ryan Specialty placed coverage denies coverage for a claim or pays less than the insured believes is the full amount owed. The Company seeks to resolve, through commercial accommodations, certain matters to limit the economic exposure, including potential legal fees, and reputational risk created by a disagreement between a carrier and the insured, as well as other E&O matters.

The Company utilizes insurance to provide protection from E&O liabilities that may arise during the ordinary course of business. Ryan Specialty’s E&O insurance provides aggregate coverage for E&O losses up to \$100.0 million in excess of a per claim retention amount of \$5.0 million. The Company’s per claim retention amount increased from \$2.5 million to \$5.0 million as of June 1, 2023. The Company periodically determines a range of possible outcomes using the best available information that relies, in part, on projecting historical claim data into the future. Loss contingencies of \$7.7 million and \$6.4 million were recorded for outstanding matters as of March 31, 2024 and December 31, 2023, respectively. Loss contingencies exclude the impact of any loss recoveries. The Company recognized the net impact of the loss contingencies and any loss recoveries of \$1.1 million and \$0.6 million in E&O expense for the three months ended March 31, 2024 and 2023, respectively, in General and administrative expense on the Consolidated Statements of Income. The historical claim and commercial accommodation data used to project the current estimates may not be indicative of future claim activity. Thus, the estimates could change in the future as more information becomes known, which could materially impact the amounts reported and disclosed herein.

During 2022, the Company placed certain insurance policies through a trading partner with the understanding that the policies were underwritten by highly rated insurance capital. The policies were instead underwritten by an insurance carrier that was not considered satisfactory by the Company or the insureds. The Company committed to securing replacement coverage, to the extent commercially available, from highly rated insurance companies on terms substantially similar to the insurance coverage originally agreed upon. As a result of this unusual circumstance, the Company has and may continue to incur losses (“Replacement Costs”) arising from the original placements. The Company has determined that it is probable that it will be exposed to the Replacement Costs on policies placed with this trading partner. The Company recognized an estimated loss contingency of \$0.2 million as of March 31, 2024 and December 31, 2023, within Accounts payable and accrued liabilities on the Consolidated Balance Sheets. Relatedly, the Company has obtained sufficient evidence from its E&O insurance carriers to conclude that a recovery of the claim for the Replacement Costs, in excess of the \$2.5 million retention, is probable. A loss recovery of \$19.6 million and \$20.6 million was recorded as of March 31, 2024 and December 31, 2023, respectively, in Other current assets on the Consolidated Balance Sheets. In the aggregate, the loss contingency and related loss recovery resulted in a \$2.5 million expense recognized in 2022 and no further expense related to this matter has been recognized since.

It is at least reasonably possible that the estimate of Replacement Costs will change in the near term as policies are adjusted. Further, exposure to additional losses may arise from policies that had expired prior to, or shortly after, the discovery of this unusual circumstance, adjustable premiums arising from the addition or deletion of properties over the policy term, unpaid covered claims, or other damages for losses incurred by our customers. An estimate of these potential losses cannot be made at this time but could change in the future as more information becomes known.

15.Related Parties

Ryan Investment Holdings

Ryan Investment Holdings, LLC (“RIH”) was formed as an investment holding company designed to aggregate the funds of Ryan Specialty and Geneva Ryan Holdings, LLC (“GRH”) for investment in Geneva Re Partners, LLC (“GRP”). GRH was formed as an investment holding company designed to aggregate investment funds of Patrick G. Ryan and other affiliated investors. Two affiliated investors are LLC Unitholders and directors of the Company, and another is an LLC Unitholder and employee of the Company. Ryan Specialty does not consolidate GRH as the Company does not have a direct investment in or variable interest in this entity.

The Company holds a 47% interest in RIH and GRH holds the remaining 53% interest. RIH has a 50% non-controlling interest in GRP and the other 50% is owned by Nationwide Mutual Insurance Company. GRP wholly owns Geneva Re, Ltd (“Geneva Re”), a Bermuda-regulated reinsurance company, and GR Bermuda SAC Ltd (the “Segregated Account Company”). The Segregated Account Company has one segregated account, which is beneficially owned by a third-party insurance company (the “Third-party Insurer”). RIH is considered a related party variable interest entity under common control with the Company. The Company is not most closely associated with the variable interest entity and therefore does not consolidate RIH. The assets of RIH are restricted to settling obligations of RIH, pursuant to Delaware limited liability company statutes.

The Company is not required to contribute any additional capital to RIH, and its maximum exposure to loss on the equity method investment is the total invested capital of \$47.0 million. The Company may be exposed to losses arising from the equity method investment as a result of underwriting losses recognized at Geneva Re or losses on Geneva Re’s investment portfolio. RIH has committed to contribute additional capital to GRP over the next several years. Patrick G. Ryan, through a trust of which he is the beneficiary and co-trustee, has committed to personally fund any such additional capital contributions. Any such additional capital contributions under this commitment will not affect the relative ownership of RIH’s common equity.

Geneva Re

The Company has a service agreement with Geneva Re to provide both administrative services to, as well as disburse payments for costs directly incurred by, Geneva Re. These direct costs include compensation expenses incurred by employees of Geneva Re. The Company had \$0.1 million and \$0.2 million due from Geneva Re under this agreement as of March 31, 2024 and December 31, 2023, respectively.

Ryan Re Services Agreements with Geneva Re

Ryan Re, a wholly owned subsidiary of the Company, is party to a services agreement with Geneva Re to provide, among other services, certain underwriting and administrative services to Geneva Re. Ryan Re receives a service fee equal to 115% of the administrative costs incurred by Ryan Re in providing these services to Geneva Re. Revenue earned from Geneva Re was \$0.4 million for the three months ended March 31, 2024 and 2023. Receivables due from Geneva Re under this agreement were \$0.4 million and \$0.7 million as of March 31, 2024 and December 31, 2023, respectively.

On April 2, 2023, Ryan Re entered into a services agreement with Geneva Re in accordance with which Ryan Re subcontracted certain services to Geneva Re that Ryan Re is required to provide to the segregated account of the Segregated Account Company on behalf of the Third-party Insurer. The Company incurred expense of \$2.3 million during the three months ended March 31, 2024, and as of March 31, 2024 and December 31, 2023, the Company had prepaid expenses of \$3.0 million and \$5.3 million, respectively, related to this services agreement. The prepaid expenses are included in Other current assets on the Consolidated Balance Sheets.

Company Leasing of Corporate Jets

In the ordinary course of its business, the Company charters executive jets for business purposes from Executive Jet Management (“EJM”), a third-party service provider. Mr. Ryan indirectly owns aircraft that he leases to EJM for EJM’s charter operations for which he receives remuneration from EJM. The Company pays market rates for chartering aircraft through EJM, unless the particular aircraft chartered is Mr. Ryan’s, in which case the Company receives a discount below market rates. Historically, the Company has been able to charter Mr. Ryan’s aircraft and make use of this discount. The Company recognized expense related to business usage of aircraft of \$0.4 million and \$0.5 million for the three months ended March 31, 2024 and 2023, respectively.

16.Income Taxes

The Company is taxed as a corporation for income tax purposes and is subject to federal, state, and local taxes with respect to its allocable share of any net taxable income from the LLC. The LLC is a limited liability company taxed as a partnership for income tax purposes, and its taxable income or loss is passed through to its members, including the Company. The LLC is subject to income taxes

on its taxable income in certain foreign countries, in certain state and local jurisdictions that impose income taxes on partnerships, and on the taxable income of its U.S. corporate subsidiaries.

Effective Tax Rate

The Company's effective tax rate from continuing operations was 13.70% and 14.70% for the three months ended March 31, 2024 and 2023, respectively. The effective tax rates for the three months ended March 31, 2024 and 2023 were different than the 21% statutory rate primarily as a result of the income attributable to the non-controlling interests.

The Company does not believe it has any significant uncertain tax positions and therefore has no unrecognized tax benefits as of March 31, 2024, that, if recognized, would affect the annual effective tax rate. The Company does not anticipate material changes in unrecognized tax benefits within the next twelve-month period.

Deferred Taxes

The Company reported Deferred tax assets, net of deferred tax liabilities where appropriate, of \$382.6 million and \$383.8 million as of March 31, 2024 and December 31, 2023, respectively, on the Consolidated Balance Sheets. As of March 31, 2024, the Company concluded that, based on the weight of all available positive and negative evidence, the Deferred tax assets with respect to the Company's basis difference in its investment in the LLC are more likely than not to be realized. As such, no valuation allowance has been recognized against that basis difference.

Tax Receivable Agreement (TRA)

The Company is party to a TRA with current and certain former LLC Unitholders. The TRA provides for the payment by the Company to the current and certain former LLC Unitholders of 85% of the net cash savings, if any, in U.S. federal, state, and local income taxes that the Company realizes (or is deemed to realize in certain circumstances) as a result of (i) certain increases in the tax basis of the assets of the LLC resulting from purchases or exchanges of LLC Common Units ("Exchange Tax Attributes"), (ii) certain tax attributes of the LLC that existed prior to the IPO ("Pre-IPO M&A Tax Attributes"), (iii) certain favorable "remedial" partnership tax allocations to which the Company becomes entitled (if any), and (iv) certain other tax benefits related to the Company entering into the TRA, including certain tax benefits attributable to payments that the Company makes under the TRA ("TRA Payment Tax Attributes"). The Company recognizes a liability on the Consolidated Balance Sheets based on the undiscounted estimated future payments under the TRA. The amounts payable under the TRA will vary depending upon a number of factors, including the amount, character, and timing of the taxable income of the Company in the future.

Based on current projections, the Company anticipates having sufficient taxable income to be able to realize the benefits and has recorded Tax Receivable Agreement liabilities of \$361.0 million related to these benefits on the Consolidated Balance Sheets as of March 31, 2024. The following summarizes activity related to the Tax Receivable Agreement liabilities:

	Exchange Tax Attributes	Pre-IPO M&A Tax Attributes	TRA Payment Tax Attributes	TRA Liabilities
Balance at December 31, 2023	\$ 194,668	\$ 85,814	\$ 78,416	\$ 358,898
Exchange of LLC Common Units	1,502	147	470	2,119
Balance at March 31, 2024	\$ 196,170	\$ 85,961	\$ 78,886	\$ 361,017

During the three months ended March 31, 2024 and 2023, the TRA liabilities increased \$2.1 million and \$8.3 million, respectively, due to exchanges of LLC Common Units for Class A common stock, which was recognized in Additional paid-in capital on the Consolidated Statements of Stockholders' Equity.

Other Comprehensive Income (Loss)

The following table summarizes the tax effects on the components of Other comprehensive income (loss):

	Three Months Ended March 31,	
	2024	2023
(Gain) loss on interest rate cap	\$ (1,488)	\$ 279
Gain on interest rate cap reclassified to earnings	809	493
Foreign currency translation adjustments	145	(98)
Change in share of equity method investment in related party	(533)	(73)

17. Accumulated Other Comprehensive Income

Changes in the balance of Accumulated other comprehensive income, net of tax, were as follows:

	Gain on Interest Rate Cap	Foreign Currency Translation Adjustments	Change in EMI Other Comprehensive Income (Loss) ¹	Total
Balance at December 31, 2023	\$ 4,697	\$ 982	\$ (2,603)	\$ 3,076
Other comprehensive income (loss) before reclassifications	10,540	(1,024)	3,780	13,296
Amounts reclassified to earnings	(5,735)	—	—	(5,735)
Other comprehensive income (loss)	\$ 4,805	\$ (1,024)	\$ 3,780	\$ 7,561
Less: Non-controlling interests	2,887	(616)	2,270	4,541
Balance at March 31, 2024	\$ 6,615	\$ 574	\$ (1,093)	\$ 6,096

	Gain on Interest Rate Cap	Foreign Currency Translation Adjustments	Change in EMI Other Comprehensive Income (Loss) ¹	Total
Balance at December 31, 2022	\$ 8,065	\$ 157	\$ (2,187)	\$ 6,035
Other comprehensive income (loss) before reclassifications	(2,218)	783	584	(851)
Amounts reclassified to earnings	(3,922)	—	—	(3,922)
Other comprehensive income (loss)	\$ (6,140)	\$ 783	\$ 584	\$ (4,773)
Less: Non-controlling interests	(3,889)	498	370	(3,021)
Balance at March 31, 2023	\$ 5,814	\$ 442	\$ (1,973)	\$ 4,283

¹ Change in share of equity method investment in related party other comprehensive income on the Consolidated Statements of Comprehensive Income

18. Supplemental Financial Information

Interest Income

The Company earned interest income of \$8.0 million and \$7.3 million on its operating Cash and cash equivalents during the three months ended March 31, 2024 and 2023, respectively. Interest income is recognized in Interest expense, net on the Consolidated Statements of Income.

Supplemental Cash Flow Information

The following represents the supplemental cash flow information of the Company:

	Three Months Ended March 31,	
	2024	2023
Cash paid for:		
Interest	\$ 31,814	\$ 40,136
Income taxes, net of refunds	4,348	1,244
Non-cash investing and financing activities:		
Non-controlling interest holders' tax distributions declared but unpaid	\$ 22,177	\$ 12,272
Tax Receivable Agreement liabilities	2,119	8,282
Dividend Equivalents and Declared Distributions liabilities	2,547	—

19. Subsequent Events

The Company has evaluated subsequent events through May 3, 2024 and has concluded that no events have occurred that require disclosure other than the events listed below.

On May 1, 2024, the Company completed the acquisition of Castel Underwriting Agencies Limited, a managing general underwriting platform headquartered in London, England, for approximately \$250.0 million of cash consideration. Total consideration for this

acquisition will also include \$2.2 million of RYAN Class A common stock. The Company has not yet completed the valuation of, or the purchase price allocation to, the acquired assets and liabilities as of the date of this filing. In conjunction with completing the Castel acquisition, the Company executed the Deal-Contingent Forward. The total loss recognized on the Deal-Contingent Forward was \$5.4 million, or an increase of \$2.0 million over what was recognized through March 31, 2024.

On May 2, 2024, the Company's Board of Directors approved a quarterly cash dividend of \$0.11 per share of outstanding Class A common stock. The quarterly dividend will be payable on May 28, 2024 to shareholders of record of Class A common stock as of the close of business on May 14, 2024. Any future dividends will be subject to the approval of the Company's Board of Directors.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis summarizes the significant factors affecting the consolidated operating results, financial condition, liquidity, and cash flows of the Company as of and for the periods presented below. The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q and in the Annual Report on Form 10-K for the year ended December 31, 2023 which was filed with the SEC on February 28, 2024. The discussion contains forward-looking statements that are based on the beliefs of management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed below and in our Annual Report on Form 10-K, particularly in the sections entitled “Risk Factors” and “Information Concerning Forward-Looking Statements.”

The following discussion provides commentary on the financial results derived from our unaudited financial statements for the three months ended March 31, 2024 and 2023 prepared in accordance with U.S. GAAP. In addition, we regularly review the following Non-GAAP measures when assessing performance: Organic revenue growth rate, Adjusted compensation and benefits expense, Adjusted compensation and benefits expense ratio, Adjusted general and administrative expense, Adjusted general and administrative expense ratio, Adjusted EBITDAC, Adjusted EBITDAC margin, Adjusted net income, Adjusted net income margin and Adjusted diluted earnings per share. See “Non-GAAP Financial Measures and Key Performance Indicators” for further information.

Overview

Founded by Patrick G. Ryan in 2010, we are a service provider of specialty products and solutions for insurance brokers, agents, and carriers. We provide distribution, underwriting, product development, administration, and risk management services by acting predominantly as a wholesale broker and a managing underwriter or a program administrator with delegated authority from insurance carriers. Our mission is to provide industry-leading innovative specialty insurance solutions for insurance brokers, agents, and carriers.

For retail insurance agents and brokers, we assist in the placement of complex or otherwise hard-to-place risks. For insurance and reinsurance carriers, we predominantly work with retail and wholesale insurance brokers to source, onboard, underwrite, and service these same types of risks. A significant majority of the premiums we place are bound in the E&S market, which includes Lloyd’s of London. There is often significantly more flexibility in terms, conditions, and rates in the E&S market relative to the Admitted or “standard” insurance market. We believe that the additional freedom to craft bespoke terms and conditions in the E&S market allows us to best meet the needs of our trading partners, provide unique solutions, and drive innovation. We believe our success has been achieved by providing best-in-class intellectual capital, leveraging our trusted and long-standing relationships, and developing differentiated solutions at a scale unmatched by many of our competitors.

Significant Events and Transactions

Corporate Structure

We are a holding company and our sole material asset is a controlling equity interest in New LLC, which is also a holding company and its sole material asset is a controlling equity interest in the LLC. The Company operates and controls the business and affairs of, and consolidates the financial results of, the LLC through New LLC. We conduct our business through the LLC. As the LLC is substantively the same as New LLC, for the purpose of this discussion we will refer to both New LLC and the LLC as the “LLC.”

The LLC is a limited liability company taxed as a partnership for income tax purposes, and its taxable income or loss is passed through to its members, including the Company. The LLC is subject to income taxes on its taxable income in certain foreign countries, in certain state and local jurisdictions that impose income taxes on partnerships, and on the taxable income of its U.S. corporate subsidiaries. As a result of our ownership of LLC Common Units, we are subject to U.S. federal, state, and local income taxes with respect to our allocable share of any taxable income of the LLC and are taxed at the prevailing corporate tax rates. We intend to cause the LLC to make distributions in an amount that is at least sufficient to allow us to pay our tax obligations and operating expenses, including distributions to fund any ordinary course payments due under the Tax Receivable Agreement. See “Liquidity and Capital Resources - Tax Receivable Agreement” for additional information about the TRA.

ACCELERATE 2025 Program

During the first quarter of 2023 we initiated the ACCELERATE 2025 program that will enable continued growth, drive innovation, and deliver sustainable productivity improvements over the long term. The program, in its expanded scope, will now result in approximately \$110.0 million of cumulative one-time charges through 2024, funded through operating cash flow. Restructuring costs are estimated to be evenly split between General and administrative expense, relating to third-party professional services, lease and

contract terminations costs, and other expenses and Compensation and benefits expense, predominately relating to third-party contractor and other workforce-related costs. We expect the program, in its expanded scope, to now generate annual savings of approximately \$60.0 million in 2025. See “Note 4, *Restructuring*” of the unaudited quarterly consolidated financial statements for further discussion.

For the three months ended March 31, 2024, we incurred restructuring costs of \$29.0 million. Combined with restructuring costs incurred during 2023, we have incurred restructuring costs of \$77.4 million since the first quarter of 2023, representing the inception of the plan. Of the cumulative \$77.4 million in costs, \$28.7 million was general and administrative with the remaining balance being workforce-related. While the current results of the ACCELERATE 2025 program are in line with expectations, changes to the total savings estimate and timing of the ACCELERATE 2025 program may evolve as we continue to progress through the plan and evaluate other potential opportunities. The actual amounts and timing may vary significantly based on various factors.

Acquisitions

On May 1, 2024, the Company completed the acquisition of Castel Underwriting Agencies Limited, a managing general underwriting platform. Castel is headquartered in London, England with additional offices in the Netherlands and Belgium and operations in Singapore.

Key Factors Affecting Our Performance

Our historical financial performance has been, and we expect our financial performance in the future to be, driven by our ability to:

Pursue Strategic Acquisitions

We have successfully integrated businesses complementary to our own to increase both our distribution reach and our product and service capabilities. We continuously evaluate acquisitions and intend to further pursue targeted acquisitions that complement our product and service capabilities or provide us access to new markets. We have previously made, and intend to continue to make, acquisitions with the objective of enhancing our human capital and product and service capabilities, entering natural adjacencies, and expanding our geographic presence. Our ability to successfully pursue strategic acquisitions is dependent upon a number of factors, including sustained execution of a disciplined and selective acquisition strategy which requires acquisition targets to have a cultural and strategic fit, competition for these assets, purchase price multiples that we deem appropriate and our ability to effectively integrate targeted companies or assets and grow our business. We do not have agreements or commitments for any material acquisitions at this time.

Deepen and Broaden our Relationships with Retail Broker Trading Partners

We have deep engagement with our retail broker trading partners, and we believe we have the ability to transact in even greater volume with nearly all of them. For example, in 2023, our revenue derived from the Top 100 firms (as ranked by Business Insurance) expanded faster than our Organic revenue growth rate of 15.4% (beginning in the first quarter of 2024, the Company changed its method of calculating Organic revenue growth rate, a non-GAAP measure, see “Non-GAAP Financial Measures and Key Performance Indicators - Organic Revenue Growth Rate” for more information). Our ability to deepen and broaden relationships with our retail broker trading partners and increase sales is dependent upon a number of factors, including client satisfaction with our distribution reach and our product capabilities, retail brokers continuing to require or desire our services, competition, pricing, economic conditions, and spending on our product offerings.

Build Our National Binding Authority Specialty

We believe there is substantial opportunity to continue to grow our Binding Authority Specialty, as we believe that both M&A consolidation and panel consolidation are in the early stages in the binding authority market. Our ability to grow our Binding Authority Specialty is dependent upon a number of factors, including a continuing ability to secure sufficient capital support from insurers, the quality of our services and product offerings, marketing and sales efforts to drive new business prospects and execution, new product offerings, the pricing and quality of our competitors’ offerings, and the growth in demand for the insurance products.

Invest in Operation and Growth

We have invested heavily in building a durable business that is able to adapt to the continuously evolving E&S market and intend to continue to do so. We are focused on enhancing the breadth of our product and service offerings as well as developing and launching new solutions to address the evolving needs of the specialty insurance industry and markets. Our future success is dependent upon a

number of factors, including our ability to successfully develop, market, and sell existing and new products and services to both new and existing trading partners.

Generate Commission Regardless of the State of the E&S Market

We earn commissions, which are calculated as a percentage of the total insurance policy premium, and fees. Changes in the insurance market or specialty lines that are our focus, characterized by a period of increasing (or declining) premium rates, could positively (or negatively) impact our profitability.

Managing Changing Macroeconomic Conditions

Growth in certain lines of business, such as project-based construction and M&A transactional liability insurance, is partially dependent on a variety of macroeconomic factors inasmuch as binding the underlying insurance coverage is subject to the underlying activity occurring. In periods of economic growth and liquid credit markets, this underlying activity can accelerate and provide tailwinds to our growth. In periods of economic decline and tight credit markets, this underlying activity can slow or be delayed and provide headwinds to our growth. We believe over the long term these lines of business will continue to grow.

Leverage the Growth of the E&S Market

The growing relevance of the E&S market has been driven by the rapid emergence of large, complex, high-hazard, and otherwise hard-to-place risks across many lines of insurance. This trend continued in 2023, with \$80 billion of insured catastrophe losses, mostly driven by a record setting year, both in frequency and severity, for severe convective storms (“SCS”) with 21 SCS events above \$1 billion in losses, which together accounted for \$58 billion in losses. The year also included hurricane losses on both the East and West coasts of the US, and sizable wildfire losses. Additionally, these risks include the potential for more severe hurricanes that occur with greater frequency, more devastating wildfires, more frequent flooding, escalating jury verdicts and social inflation, geographic shifts in population density, a proliferation of cyber threats, novel health risks, risks associated with large sports and entertainment venues, building and labor cost inflation relative to insured value, and the transformation of the economy to a “digital first” mode of doing business. We believe that as the complexity of the E&S market continues to escalate, wholesale brokers and managing underwriters that do not have sufficient scale, or the financial and intellectual capital to invest in the required specialty capabilities, will struggle to compete effectively. This will further the trend of market share consolidation among the wholesale firms that do have these capabilities. We will continue to invest in our intellectual capital to innovate and offer custom solutions and products to better address these evolving market fundamentals.

Although we believe this growth will continue, we recognize that the growth of the E&S market might not be linear as risks can and do shift between the E&S and non-E&S markets as market factors change and evolve. For example, we benefited from a rapid increase in both the rate and flow of public company D&O policies into the wholesale channel in 2020 and 2021. Throughout 2022 and 2023 as the public company D&O insurance markets stabilized, IPO markets have slowed, and new insurance capital that previously entered the market has impacted the public company D&O space, public company D&O rate decreases have accelerated. We believe these factors have also created opportunities for retailers to place some of that coverage directly.

Components of Results of Operations

Revenue

Net Commissions and Fees

Net commissions and fees are derived primarily from our three Specialties and are paid for our role as an intermediary in facilitating the placement of coverage in the insurance distribution chain. Net commissions and policy fees are generally calculated as a percentage of the total insurance policy premium placed, although fees can often be a fixed amount irrespective of the premium, and we also receive supplemental commissions based on the volume placed or profitability of a book of business. We share a portion of these net commissions and policy fees with the retail insurance broker and recognize revenue on a net basis. Additionally, carriers may also pay us a contingent commission or volume-based commission, both of which represent forms of contingent or supplemental consideration associated with the placement of coverage and are based primarily on underwriting results, but may also contain considerations for only volume, growth, and/or retention. Although we have compensation arrangements called contingent commissions in all three Specialties that are based in whole or in part on the underwriting performance, we do not take any direct insurance risk other than through our equity method investment in Geneva Re through Ryan Investment Holdings, LLC. We also receive loss mitigation and other fees, some of which are not dependent on the placement of a risk.

In our Wholesale Brokerage and Binding Authority Specialties, we generally work with retail insurance brokers to secure insurance coverage for their clients, who are the ultimate insured party. Our Wholesale Brokerage and Binding Authority Specialties generate

revenues through commissions and fees from clients, as well as through supplemental commissions, which may be contingent commissions or volume-based commissions from carriers. Commission rates and fees vary depending upon several factors, which may include the amount of premium, the type of insurance coverage provided, the particular services provided to a client or carrier, and the capacity in which we act. Payment terms are consistent with current industry practice.

In our Underwriting Management Specialty we utilize delegated authority granted to us by carriers and we generally work with retail insurance brokers and often other wholesale brokers to secure insurance coverage for the ultimate insured party. Our Underwriting Management Specialty generates revenues through commissions and fees from clients and through contingent commissions from carriers. Commission rates and fees vary depending upon several factors including the premium, the type of coverage, and additional services provided to the client. Payment terms are consistent with current industry practice.

Fiduciary Investment Income

Fiduciary investment income consists of interest earned on insurance premiums and surplus lines taxes that are held in a fiduciary capacity, in cash and cash equivalents, until disbursed.

Expenses

Compensation and Benefits

Compensation and benefits is our largest expense. It consists of (i) salary, incentives and benefits to employees, and commissions to our producers and (ii) equity-based compensation associated with the grants of awards to employees, executive officers, and directors. We operate in competitive markets for human capital and we need to maintain competitive compensation levels in order to maintain and grow our talent base.

General and Administrative

General and administrative expense includes travel and entertainment expenses, office expenses, accounting, legal, insurance and other professional fees, and other costs associated with our operations. Our occupancy-related costs and professional services expenses, in particular, generally increase or decrease in relative proportion to the number of our employees and the overall size and scale of our business operations.

Amortization

Amortization expense consists primarily of amortization related to intangible assets we acquired in connection with our acquisitions. Intangible assets consist of customer relationships, trade names, and internally developed software.

Interest Expense, Net

Interest expense, net consists of interest payable on indebtedness, amortization of the Company's interest rate cap, imputed interest on contingent consideration, and amortization of deferred debt issuance costs, offset by interest income on the Company's Cash and cash equivalents balances and payments received in relation to the interest rate cap.

Other Non-Operating Loss (Income)

For the three months ended March 31, 2024, Other non-operating loss (income) consisted of expense related to fees associated with our term loan repricing offset by sublease income. For the three months ended March 31, 2023, Other non-operating income included sublease income.

Income Tax Expense

Income tax expense includes tax on the Company's allocable share of any net taxable income from the LLC, from certain state and local jurisdictions that impose taxes on partnerships, as well as earnings from our foreign subsidiaries and C-Corporations subject to entity level taxation.

Non-Controlling Interests

Net income and Other comprehensive income (loss) are attributed to the non-controlling interests based on the weighted-average LLC Common Units outstanding during the period and is presented on the Consolidated Statements of Income. Refer to "Note 8, *Stockholders' Equity*" of the unaudited quarterly consolidated financial statements for more information.

Results of Operations

Below is a summary table of the financial results and Non-GAAP measures that we find relevant to our business operations:

<i>(in thousands, except percentages and per share data)</i>	Three Months Ended March 31,		Change	
	2024	2023	\$	%
Revenue				
Net commissions and fees	\$ 537,887	\$ 447,513	\$ 90,374	20.2 %
Fiduciary investment income	14,159	10,086	4,073	40.4
Total revenue	\$ 552,046	\$ 457,599	\$ 94,447	20.6 %
Expenses				
Compensation and benefits	373,527	307,722	65,805	21.4
General and administrative	75,867	51,699	24,168	46.7
Amortization	27,988	25,185	2,803	11.1
Depreciation	2,080	2,192	(112)	(5.1)
Change in contingent consideration	(65)	714	(779)	NM
Total operating expenses	\$ 479,397	\$ 387,512	\$ 91,885	23.7 %
Operating income	\$ 72,649	\$ 70,087	\$ 2,562	3.7 %
Interest expense, net	29,400	29,468	(68)	(0.2)
(Income) from equity method investment in related party	(5,606)	(1,995)	(3,611)	NM
Other non-operating loss (income)	1,752	(138)	1,890	NM
Income before income taxes	\$ 47,103	\$ 42,752	\$ 4,351	10.2 %
Income tax expense	6,426	6,295	131	2.1
Net income	\$ 40,677	\$ 36,457	\$ 4,220	11.6 %
GAAP financial measures				
Total revenue	\$ 552,046	\$ 457,599	\$ 94,447	20.6 %
Net commissions and fees	537,887	447,513	90,374	20.2
Compensation and benefits	373,527	307,722	65,805	21.4
General and administrative	75,867	51,699	24,168	46.7
Net income	40,677	36,457	4,220	11.6
Compensation and benefits expense ratio (1)	67.7 %	67.2 %		
General and administrative expense ratio (2)	13.7 %	11.3 %		
Net income margin (3)	7.4 %	8.0 %		
Earnings per share (4)	\$ 0.14	\$ 0.12		
Diluted earnings per share (4)	\$ 0.13	\$ 0.11		
Non-GAAP financial measures*				
Organic revenue growth rate (5)	13.7 %	13.4 %		
Adjusted compensation and benefits expense	\$ 330,022	\$ 285,885	\$ 44,137	15.4 %
Adjusted compensation and benefits expense ratio	59.8 %	62.5 %		
Adjusted general and administrative expense	\$ 64,802	\$ 46,699	\$ 18,103	38.8 %
Adjusted general and administrative expense ratio	11.7 %	10.2 %		
Adjusted EBITDAC	\$ 157,222	\$ 125,015	\$ 32,207	25.8 %
Adjusted EBITDAC margin	28.5 %	27.3 %		
Adjusted net income	\$ 95,417	\$ 71,785	\$ 23,632	32.9 %
Adjusted net income margin	17.3 %	15.7 %		
Adjusted diluted earnings per share	\$ 0.35	\$ 0.26		

NM represents "Not Meaningful."

(1) Compensation and benefits expense ratio is defined as Compensation and benefits expense divided by Total revenue.

(2) General and administrative expense ratio is defined as General and administrative expense divided by Total revenue.

(3) Net income margin is defined as Net income divided by Total revenue.

(4) See "Note 10, *Earnings Per Share*" of the unaudited quarterly consolidated financial statements for further discussion of how these metrics are calculated.

(5) Beginning in the first quarter of 2024, we changed the methodology of calculating Organic revenue growth rate, a non-GAAP measure, in accordance with the SEC's Non-GAAP Financial Measures Compliance and Disclosure Interpretation. The Organic revenue growth rate data presented in this table is presented using the revised methodology. For more information on the revised methodology, see "Non-GAAP Financial Measures and Key Performance Indicators—Organic Revenue Growth Rate."

* These measures are Non-GAAP. Please refer to the section entitled "*Non-GAAP Financial Measures and Key Performance Indicators*" below for definitions and reconciliations to the most directly comparable GAAP measure.

Comparison of the Three Months Ended March 31, 2024 and 2023

Revenue

Total Revenue

Total revenue increased by \$94.4 million, or 20.6%, from \$457.6 million to \$552.0 million for the three months ended March 31, 2024 as compared to the same period in the prior year. The following were the principal drivers of the increase:

- \$58.6 million, or 12.8%, of the period-over-period change in Total revenue was due to organic revenue growth. Under our revised calculation methodology, organic revenue growth represents the change in Net commissions and fees revenue, as compared to the same period for the year prior, adjusted for Net commissions and fees attributable to recent acquisitions during the first 12 months of Ryan Specialty’s ownership, and other adjustments such as the removal of the impact of contingent commissions and the impact of changes in foreign exchange rates. See “Non-GAAP Financial Measures and Key Performance Indicators—Organic Revenue Growth Rate” for more information on our revised methodology of calculation organic revenue growth. In aggregate, our net commission rates were consistent period-over-period. Also, we grew our client relationships, in aggregate, within each of our three Specialties. The growth of these relationships is due to the combination of a growing E&S market and winning new business from competitors. Growth in the quarter was balanced across our property and casualty portfolios within our three Specialties, driven by an increase in the flow of risks into the E&S market. This growth was partially offset by a number of factors, none of which were individually significant, including a decline in Net commissions and fees generated from the placement of public company D&O insurance policies and cyber insurance policies related to a decline in premium rate associated with these types of insurance;
- \$28.5 million, or 6.2%, of the period-over-period change in Total revenue was due to the acquisitions of Socius, Point6, ACE, and AccuRisk, all of which were completed within 12 months of March 31, 2024;
- \$4.1 million, or 0.9%, of the period-over-period change in Total revenue was due to an increase in Fiduciary investment income, caused by a rise in interest rates and rise in fiduciary balances compared to the prior year; and
- \$3.2 million, or 0.7%, of the period-over-period change in Total revenue was due to changes in contingent commissions and the impact of foreign exchange rates on our Net commissions and fees.

Three Months Ended March 31,							
<i>(in thousands, except percentages)</i>	2024	% of total	2023	% of total	Change		
Wholesale Brokerage	\$ 323,445	60.1 %	\$ 285,850	63.9 %	\$ 37,595	13.2 %	
Binding Authorities	88,635	16.5	69,526	15.5	19,109	27.5	
Underwriting Management	125,807	23.4	92,137	20.6	33,670	36.5	
Total net commissions and fees	\$ 537,887		\$ 447,513		\$ 90,374	20.2 %	

Wholesale Brokerage net commissions and fees increased by \$37.6 million, or 13.2%, period-over-period, primarily due to strong organic growth within the Specialty for the quarter as well as contributions from the Socius acquisition.

Binding Authority net commissions and fees increased by \$19.1 million, or 27.5%, period-over-period, primarily due to strong organic growth within the Specialty for the quarter.

Underwriting Management net commissions and fees increased by \$33.7 million, or 36.5%, period-over-period, primarily due to strong organic growth within the Specialty for the quarter as well as contributions from the ACE, Point6, and AccuRisk acquisitions.

The following table sets forth our revenue by type of commission and fees:

Three Months Ended March 31,							
<i>(in thousands, except percentages)</i>	2024	% of total	2023	% of total	Change		
Net commissions and policy fees	\$ 494,445	91.9 %	\$ 413,571	92.4 %	\$ 80,874	19.6 %	
Supplemental and contingent commissions	29,256	5.5	26,331	5.9	2,925	11.1	
Loss mitigation and other fees	14,186	2.6	7,611	1.7	6,575	86.4	
Total net commissions and fees	\$ 537,887		\$ 447,513		\$ 90,374	20.2 %	

Net commissions and policy fees grew 19.6%, in line with the overall net commissions and fee revenue growth of 20.2%, for the three months ended March 31, 2024 as compared to the same period in the prior year. The main drivers of this growth continue to be the acquisition of new business and expansion of ongoing client relationships in response to the increasing demand for new, complex E&S products as well as the inflow of risks from the Admitted market into the E&S market and an increase in the premium rate for risks placed. In aggregate, we experienced stable commission rates period-over-period.

Supplemental and contingent commissions increased 11.1% period-over-period driven by the performance of risks placed on eligible business earning profit-based or volume-based commissions.

Loss mitigation and other fees increased 86.4% period-over-period primarily due to captive management and other risk management service fees from the placement of alternative risk insurance solutions as well as certain fees related to the ACE, Point6, and AccuRisk acquisitions completed in the second half of 2023.

Expenses

Compensation and Benefits

Compensation and benefits expense increased by \$65.8 million, or 21.4%, from \$307.7 million to \$373.5 million for the three months ended March 31, 2024 compared to the same period in 2023. The following were the principal drivers of this increase:

- Commissions increased \$26.3 million, or 19.4%, period-over-period, driven by the 20.2% increase in Net commissions and fees;
- An increase of \$25.5 million was driven by Restructuring and related expense associated with the ACCELERATE 2025 program; and
- The remaining increase of \$14.0 million was driven by (i) the addition of 350 employees compared to the same period in the prior year, and (ii) growth in the business. Overall headcount increased to 4,401 full-time employees as of March 31, 2024 from 4,051 as of March 31, 2023.

The net impact of revenue growth and the factors above resulted in a Compensation and benefits expense ratio increase of 0.5% from 67.2% to 67.7% period-over-period.

In general, we expect to continue experiencing a rise in commissions, salaries, incentives, and benefits expense commensurate with our expected growth in business volume, revenue, and headcount.

General and Administrative

General and administrative expense increased by \$24.2 million, or 46.8%, from \$51.7 million to \$75.9 million for the three months ended March 31, 2024 as compared to the same period in the prior year. The following were the principal drivers of this increase:

- \$6.8 million of professional services mostly related to service arrangements in connection with revenue generating activities within our Ryan Re and Keystone operations;
- \$6.6 million of increased travel and entertainment expense compared to the same period in 2023, which was primarily the result of a difference in timing of certain events compared to the prior year;
- \$6.0 million of increased acquisition-related expense associated with recent and prospective acquisitions; and
- The remaining increase of \$4.8 million was driven by growth in the business. Such expenses incurred to accommodate both organic and inorganic revenue growth include IT, occupancy, and insurance.

The net impact of revenue growth and the factors listed above resulted in a General and administrative expense ratio increase of 2.4% from 11.3% to 13.7% period-over-period.

Amortization

Amortization expense increased by \$2.8 million, or 11.1%, from \$25.2 million to \$28.0 million for the three months ended March 31, 2024 compared to the same period in the prior year. The main driver for the increase was the amortization of intangible assets from

recent acquisitions. Our intangible assets increased by \$77.1 million when comparing the balance as of March 31, 2024 to the balance as of March 31, 2023.

Interest Expense, Net

Interest expense, net declined \$0.1 million, or 0.2%, from \$29.5 million to \$29.4 million for the three months ended March 31, 2024 compared to the same period in the prior year. The main driver of the change in Interest expense, net for the three months ended March 31, 2024 was a decrease in the principal balance on our Term Loan from contractual amortization payments. For the three months ended March 31, 2024, the reduction to Interest expense, net related to our interest rate cap was \$4.8 million. For the three months ended March 31, 2024 and 2023, the reduction to Interest expense, net related to interest income earned on operating cash balances was \$8.0 million and \$7.3 million, respectively.

Other Non-Operating Loss (Income)

Other non-operating loss (income) increased by \$1.9 million to a loss of \$1.8 million for the three months ended March 31, 2024 as compared to income of \$0.1 million in the same period in the prior year. For the three months ended March 31, 2024, Other non-operating loss (income) consisted of \$1.9 million of expense related to fees associated with our term loan repricing offset by \$0.1 million of sublease income. For the three months ended March 31, 2023, Other non-operating income included \$0.1 million of sublease income.

Income Before Income Taxes

Income before income taxes increased \$4.3 million from \$42.8 million to \$47.1 million for the three months ended March 31, 2024 compared to the same period in the prior year as a result of the factors described above.

Income Tax Expense

Income tax expense increased \$0.1 million from \$6.3 million to \$6.4 million for the three months ended March 31, 2024 compared to the same period in the prior year primarily as a result of an increase in income allocated to Ryan Specialty Holdings, Inc.

Net Income

Net income increased \$4.2 million from \$36.5 million to \$40.7 million for the three months ended March 31, 2024 compared to the same period in the prior year as a result of the factors described above.

Non-GAAP Financial Measures and Key Performance Indicators

In assessing the performance of our business, we use non-GAAP financial measures that are derived from our consolidated financial information, but which are not presented in our consolidated financial statements prepared in accordance with GAAP. We consider these non-GAAP financial measures to be useful metrics for management and investors to facilitate operating performance comparisons from period to period by excluding potential differences caused by variations in capital structures, tax positions, depreciation, amortization, and certain other items that we believe are not representative of our core business. We use the following non-GAAP measures for business planning purposes, in measuring our performance relative to that of our competitors, to help investors to understand the nature of our growth, and to enable investors to evaluate the run-rate performance of the Company. Non-GAAP financial measures should be viewed as supplementing, and not as an alternative or substitute for, the consolidated financial statements prepared and presented in accordance with GAAP. The footnotes to the reconciliation tables below should be read in conjunction with the unaudited consolidated quarterly financial statements. Industry peers may provide similar supplemental information but may not define similarly named metrics in the same way we do and may not make identical adjustments.

Organic Revenue Growth Rate

In the first quarter of 2024 the Company revised its calculation methodology for the non-GAAP metric of Organic Revenue Growth Rate. Organic Revenue Growth Rate, which is now defined as the percentage change in Net commissions and fees, as compared to the same period for the prior year, adjusted to eliminate revenue attributable to acquisitions for the first twelve months of ownership, and other items such as contingent commissions and the impact of changes in foreign exchange rates. The revised calculation methodology starts from a net commissions and fees growth rate rather than total revenues and excludes contingent commissions, thereby fully removing the impact of Fiduciary investment income and contingent commissions from both the current period and base period. The legacy calculation methodology started from a total revenue growth rate and adjusted for the change in Fiduciary investment income and contingent commissions thereby leaving Fiduciary investment income and contingent commissions in the base period. We believe the revised calculation methodology is a more robust disclosure, a more widely used calculation methodology, and provides investors with a metric that is better representative of our core business performance. Organic Revenue Growth Rate is a key metric used by

management and our Board to assess our financial performance and allows management and investors to evaluate business growth from existing clients.

Below we have provided both the definitions of and reconciliations for the legacy calculation methodology and the revised calculation methodology for prior annual, quarterly, and interim periods. For the avoidance of doubt, prior period references in the tables below represent the same period in the prior year.

Legacy Calculation Methodology

Under our legacy calculation methodology, Organic revenue growth rate represented the percentage change in Total revenue, as compared to the same period for the year prior, adjusted for revenue attributable to recent acquisitions during the first 12 months of Ryan Specialty's ownership, and other adjustments such as changes in contingent commissions, changes in fiduciary investment income, and the impact of changes in foreign exchange rates.

A reconciliation of the legacy methodology for calculating Organic revenue growth rate to Total revenue growth rate, the most directly comparable GAAP measure, for each of the periods indicated is as follows:

		Three Months Ended March 31,	
		2024	2023
<i>(in thousands, except percentages)</i>			
Current period Total revenue	\$	552,046	\$ 457,599
Prior period Total revenue		457,599	386,890
Change in Total revenue	\$	94,447	\$ 70,709
Mergers and acquisitions revenue	\$	28,539	\$ 6,101
Change in other		7,264	14,778
Organic revenue growth	\$	58,644	\$ 49,830
Total revenue growth rate (GAAP) (1)		20.6 %	18.3 %
Less: Mergers and acquisitions (2)		(6.2)	(1.6)
Change in other (3)		(1.6)	(3.8)
Organic revenue growth rate (Non-GAAP)		12.8 %	12.9 %

(1) Calculated by dividing the change in Total revenue by the prior period Total revenue.

(2) Calculated by taking the mergers and acquisitions revenue, representing the first 12 months of net commissions and fees revenue generated from acquisitions, divided by prior period Total revenue.

(3) Calculated by taking the change in other, representing the year-over-year change in contingent commissions, fiduciary investment income, and foreign exchange rates, divided by prior period Total revenue.

		Legacy Calculation Methodology Applied to Historical Periods*					
		Year Ended	Three Months Ended	Six Months Ended	Three Months Ended	Nine Months Ended	Year Ended
<i>(in thousands, except percentages)</i>		Dec. 31, 2022	Jun. 30, 2023	Jun. 30, 2023	Sep. 30, 2023	Sep. 30, 2023	Dec. 31, 2023
Current period Total revenue	\$	1,725,193	\$ 585,149	\$ 1,042,748	\$ 501,938	\$ 1,544,686	\$ 2,077,549
Prior period Total revenue		1,432,771	491,292	878,182	411,996	1,290,178	1,725,193
Change in Total revenue	\$	292,422	\$ 93,857	\$ 164,566	\$ 89,942	\$ 254,508	\$ 352,356
Less: Mergers and acquisitions revenue	\$	39,992	\$ 6,053	\$ 12,154	\$ 17,758	\$ 29,912	\$ 48,204
Less: Change in other		15,971	8,823	23,619	11,556	35,035	44,634
Organic revenue growth	\$	236,459	\$ 78,981	\$ 128,793	\$ 60,628	\$ 189,561	\$ 259,518
Total revenue growth rate (GAAP) (1)		20.4 %	19.1 %	18.7 %	21.8 %	19.7 %	20.4 %
Less: Mergers and acquisitions (2)		(2.8)	(1.2)	(1.4)	(4.3)	(2.3)	(2.8)
Change in other (3)		(1.2)	(1.8)	(2.6)	(2.8)	(2.7)	(2.6)
Organic revenue growth rate (Non-GAAP)		16.4 %	16.1 %	14.7 %	14.7 %	14.7 %	15.0 %

* We are presenting historical data based on legacy methodology for ease of reference and comparative purposes only. These legacy methodology figures have not been adjusted or changed from their original disclosure.

(1) Calculated by dividing the change in Total revenue by the prior period Total revenue.

(2) Calculated by taking the mergers and acquisitions revenue, representing the first 12 months of net commissions and fees revenue generated from acquisitions, divided by prior period Total revenue.

(3) Calculated by taking the change in other, representing the year-over-year change in contingent commissions, fiduciary investment income, and foreign exchange rates, divided by prior period Total revenue.

Revised Calculation Methodology

Under our revised calculation methodology, Organic revenue growth rate represents the percentage change in Net commissions and fees revenue, as compared to the same period for the year prior, adjusted for Net commissions and fees attributable to recent acquisitions during the first 12 months of Ryan Specialty's ownership, and other adjustments such as the removal of the impact of contingent commissions and the impact of changes in foreign exchange rates.

A reconciliation of the revised methodology for calculating Organic revenue growth rate to Net commissions and fees growth rate, the most directly comparable GAAP measure, for each of the periods indicated is as follows (in percentages):

	Revised Calculation Methodology Applied to Current Period			
	Three Months Ended March 31,			
(in thousands, except percentages)	2024		2023	
Current period Net commissions and fees revenue	\$	537,887	\$	447,513
Less: Current period contingent commissions		(24,503)		(21,635)
Net Commissions and fees revenue excluding contingent commissions	\$	513,385	\$	425,878
Prior period Net commissions and fees revenue	\$	447,513	\$	386,681
Less: Prior year contingent commissions		(21,635)		(15,209)
Prior period Net commissions and fees revenue excluding contingent commissions	\$	425,878	\$	371,472
Change in Net commissions and fees revenue excluding contingent commissions	\$	87,507	\$	54,406
Less: Mergers and acquisitions Net commissions and fees revenue excluding contingent commissions		(28,539)		(5,373)
Impact of change in foreign exchange rates		(323)		797
Organic revenue growth (Non-GAAP)	\$	58,644	\$	49,830
Net commissions and fees revenue growth rate (GAAP)		20.2 %		15.7 %
Less: Impact of contingent commissions (1)		0.3		(1.1)
Net commissions and fees revenue excluding contingent commissions growth rate (2)		20.5 %		14.6 %
Less: Mergers and acquisitions Net commissions and fees revenue excluding contingent commissions (3)		(6.7)		(1.4)
Impact of change in foreign exchange rates (4)		(0.1)		0.2
Organic Revenue Growth Rate (Non-GAAP)		13.7 %		13.4 %

(1) Calculated by subtracting Net commissions and fees revenue growth rate from net commissions and fees revenue excluding contingent commissions growth rate.

(2) Calculated by dividing the change in Total net commissions & fees revenue excluding contingent commissions by prior year net commissions and fees excluding contingent commissions.

(3) Calculated by taking the mergers and acquisitions net commissions and fees revenue excluding contingent commissions, representing the first 12 months of net commissions and fees revenue generated from acquisitions, divided by prior period net commissions and fees revenue excluding contingent commissions.

(4) Calculated by taking the change in foreign exchange rates divided by prior period net commissions and fees revenue excluding contingent commissions.

Revised Calculation Methodology Applied to Historical Periods

<i>(in thousands, except percentages)</i>	Year Ended Dec. 31, 2022	Three Months Ended Jun. 30, 2023	Six Months Ended Jun. 30, 2023	Three Months Ended Sep. 30, 2023	Nine Months Ended Sep. 30, 2023	Year Ended Dec. 31, 2023
Current period Net commissions and fees revenue	\$ 1,711,861	\$ 573,020	\$ 1,020,533	\$ 487,345	\$ 1,507,878	\$ 2,026,596
Less: Current period contingent commissions	(30,788)	(4,502)	(26,136)	(4,487)	(30,624)	(39,028)
Net Commissions and fees revenue excluding contingent commissions	\$ 1,681,073	\$ 568,518	\$ 994,396	\$ 482,858	\$ 1,477,254	\$ 1,987,568
Prior period Net commissions and fees revenue	\$ 1,432,179	\$ 490,227	\$ 876,908	\$ 407,551	\$ 1,284,459	\$ 1,711,861
Less: Prior year contingent commissions	(22,995)	(6,730)	(21,939)	(3,039)	(24,978)	(30,788)
Prior period Net commissions and fees revenue excluding contingent commissions	\$ 1,409,183	\$ 483,498	\$ 854,970	\$ 404,512	\$ 1,259,481	\$ 1,681,073
Change in Net commissions and fees revenue excluding contingent commissions	\$ 271,890	\$ 85,021	\$ 139,427	\$ 78,346	\$ 217,773	\$ 306,494
Less: Mergers and acquisitions Net commissions and fees revenue excluding contingent commissions	(39,992)	(6,053)	(11,486)	(16,980)	(28,563)	(46,496)
Impact of change in foreign exchange rates	4,561	13	852	(739)	350	(479)
Organic revenue growth (Non-GAAP)	\$ 236,459	\$ 78,981	\$ 128,793	\$ 60,628	\$ 189,560	\$ 259,519
Net commissions and fees revenue growth rate (GAAP)	19.5 %	16.9 %	16.4 %	19.6 %	17.4 %	18.4 %
Less: Impact of contingent commissions (1)	(0.2)	0.7	(0.1)	(0.2)	(0.1)	(0.2)
Net commissions and fees revenue excluding contingent commissions growth rate (2)	19.3 %	17.6 %	16.3 %	19.4 %	17.3 %	18.2 %
Less: Mergers and acquisitions Net commissions and fees revenue excluding contingent commissions (3)	(2.8)	(1.3)	(1.3)	(4.2)	(2.3)	(2.8)
Impact of change in foreign exchange rates (4)	0.3	—	0.1	(0.2)	—	—
Organic Revenue Growth Rate (Non-GAAP)	16.8 %	16.3 %	15.1 %	15.0 %	15.0 %	15.4 %

(1) Calculated by subtracting Net commissions and fees revenue growth rate from net commissions and fees revenue excluding contingent commissions growth rate.

(2) Calculated by dividing the change in Total net commissions & fees revenue excluding contingent commissions by prior year net commissions and fees excluding contingent commissions.

(3) Calculated by taking the mergers and acquisitions net commissions and fees revenue excluding contingent commissions, representing the first 12 months of net commissions and fees revenue generated from acquisitions, divided by prior period net commissions and fees revenue excluding contingent commissions.

(4) Calculated by taking the change in foreign exchange rates divided by prior period net commissions and fees revenue excluding contingent commissions.

Adjusted Compensation and Benefits Expense and Adjusted Compensation and Benefits Expense Ratio

We define Adjusted compensation and benefits expense as Compensation and benefits expense adjusted to reflect items such as (i) equity-based compensation, (ii) acquisition and restructuring related compensation expense, and (iii) other exceptional or

non-recurring items, as applicable. The most comparable GAAP financial metric is Compensation and benefits expense. Adjusted compensation and benefits expense ratio is defined as Adjusted compensation and benefits expense as a percentage of Total revenue. The most comparable GAAP financial metric is Compensation and benefits expense ratio.

A reconciliation of Adjusted compensation and benefits expense and Adjusted compensation and benefits expense ratio to Compensation and benefits expense and Compensation and benefits expense ratio, the most directly comparable GAAP measures, for each of the periods indicated, is as follows:

<i>(in thousands, except percentages)</i>	Three Months Ended March 31,	
	2024	2023
Total revenue	\$ 552,046	\$ 457,599
Compensation and benefits expense	\$ 373,527	\$ 307,722
Acquisition-related expense	(226)	(1,016)
Acquisition related long-term incentive compensation	1,627	(578)
Restructuring and related expense	(26,184)	(730)
Amortization and expense related to discontinued prepaid incentives	(1,412)	(1,634)
Equity-based compensation	(9,515)	(6,635)
Initial public offering related expense	(7,795)	(11,244)
Adjusted compensation and benefits expense (1)	\$ 330,022	\$ 285,885
Compensation and benefits expense ratio	67.7 %	67.2 %
Adjusted compensation and benefits expense ratio	59.8 %	62.5 %

(1) Adjustments to Compensation and benefits expense are described in the definition of Adjusted EBITDAC to Net income in "Adjusted EBITDAC and Adjusted EBITDAC Margin."

Adjusted General and Administrative Expense and Adjusted General and Administrative Expense Ratio

We define Adjusted general and administrative expense as General and administrative expense adjusted to reflect items such as (i) acquisition and restructuring general and administrative related expense and (ii) other exceptional or non-recurring items, as applicable. The most comparable GAAP financial metric is General and administrative expense. Adjusted general and administrative expense ratio is defined as Adjusted general and administrative expense as a percentage of Total revenue. The most comparable GAAP financial metric is General and administrative expense ratio.

A reconciliation of Adjusted general and administrative expense and Adjusted general and administrative expense ratio to General and administrative expense and General and administrative expense ratio, the most directly comparable GAAP measures, for each of the periods indicated is as follows:

<i>(in thousands, except percentages)</i>	Three Months Ended March 31,	
	2024	2023
Total revenue	\$ 552,046	\$ 457,599
General and administrative expense	\$ 75,867	\$ 51,699
Acquisition-related expense	(8,211)	(2,174)
Restructuring and related expense	(2,854)	(2,826)
Adjusted general and administrative expense (1)	\$ 64,802	\$ 46,699
General and administrative expense ratio	13.7 %	11.3 %
Adjusted general and administrative expense ratio	11.7 %	10.2 %

(1) Adjustments to General and administrative expense are described in the definition of Adjusted EBITDAC to Net income in "Adjusted EBITDAC and Adjusted EBITDAC Margin."

Adjusted EBITDAC and Adjusted EBITDAC Margin

We define Adjusted EBITDAC as Net income before Interest expense, net, Income tax expense (benefit), Depreciation, Amortization, and Change in contingent consideration, adjusted to reflect items such as (i) equity-based compensation, (ii) acquisition and restructuring related expenses, and (iii) other exceptional or non-recurring items, as applicable.

Acquisition-related expense includes one-time diligence, transaction-related, and integration costs. In 2024, Acquisition-related expense includes a \$2.5 million charge related to a deal-contingent foreign exchange forward contract associated with the Castel acquisition. The remaining charges in both years represent typical one-time diligence, transaction-related, and integration costs. Acquisition-related long-term incentive compensation arises from changes to long-term incentive plans associated with acquisitions. Restructuring and related expense consists of compensation and benefits, occupancy, contractors, professional services, and license fees related to the ACCELERATE 2025 program. The compensation and benefits expense included severance as well as employment costs related to services rendered between the notification and termination dates and other termination payments. See “Note 4, *Restructuring*” of the unaudited quarterly consolidated financial statements for further discussion of ACCELERATE 2025. The remaining costs that preceded the restructuring plan were associated with professional services costs related to program design and licensing costs. Amortization and expense consists of charges related to discontinued prepaid incentive programs. For the three months ended March 31, 2024, Other non-operating loss (income) consisted of \$1.9 million of expense related to fees associated with our term loan repricing offset by \$0.1 million of sublease income. For the three months ended March 31, 2023, Other non-operating income included \$0.1 million of sublease income. Equity-based compensation reflects non-cash equity-based expense. IPO related expenses include compensation-related expense primarily related to the expense for new awards issued at IPO as well as expense related to the revaluation of existing equity awards at IPO.

Total revenue less Adjusted compensation and benefits expense and Adjusted general and administrative expense is equivalent to Adjusted EBITDAC. For a breakout of compensation and general and administrative costs for each addback, refer to the Adjusted compensation and benefits expense and Adjusted general and administrative expense tables above. The most directly comparable GAAP financial metric to Adjusted EBITDAC is Net income. Adjusted EBITDAC margin is defined as Adjusted EBITDAC as a percentage of Total revenue. The most comparable GAAP financial metric is Net income margin.

A reconciliation of Adjusted EBITDAC and Adjusted EBITDAC margin to Net income and Net income margin, the most directly comparable GAAP measures, for each of the periods indicated is as follows:

<i>(in thousands, except percentages)</i>	Three Months Ended March 31,	
	2024	2023
Total revenue	\$ 552,046	\$ 457,599
Net income	\$ 40,677	\$ 36,457
Interest expense, net	29,400	29,468
Income tax expense	6,426	6,295
Depreciation	2,080	2,192
Amortization	27,988	25,185
Change in contingent consideration	(65)	714
EBITDAC	\$ 106,506	\$ 100,311
Acquisition-related expense	8,437	3,190
Acquisition related long-term incentive compensation	(1,627)	578
Restructuring and related expense	29,038	3,556
Amortization and expense related to discontinued prepaid incentives	1,412	1,634
Other non-operating loss (income)	1,752	(138)
Equity-based compensation	9,515	6,635
IPO related expenses	7,795	11,244
(Income) from equity method investments in related party	(5,606)	(1,995)
Adjusted EBITDAC	\$ 157,222	\$ 125,015
Net income margin	7.4 %	8.0 %
Adjusted EBITDAC margin	28.5 %	27.3 %

Adjusted Net Income and Adjusted Net Income Margin

We define Adjusted net income as tax-effected earnings before amortization and certain items of income and expense, gains and losses, equity-based compensation, acquisition related long-term incentive compensation, acquisition-related expenses, costs associated with the IPO, and certain exceptional or non-recurring items. The most comparable GAAP financial metric is Net income.

Adjusted net income margin is calculated as Adjusted net income as a percentage of Total revenue. The most comparable GAAP financial metric is Net income margin.

Following the IPO, the Company is subject to United States federal income taxes, in addition to state, local, and foreign taxes, with respect to our allocable share of any net taxable income of the LLC. For comparability purposes, this calculation incorporates the impact of federal and state statutory tax rates on 100% of our adjusted pre-tax income as if the Company owned 100% of the LLC.

A reconciliation of Adjusted net income and Adjusted net income margin to Net income and Net income margin, the most directly comparable GAAP measures, for each of the periods indicated is as follows:

<i>(in thousands, except percentages)</i>	Three Months Ended March 31,	
	2024	2023
Total revenue	\$ 552,046	\$ 457,599
Net income	\$ 40,677	\$ 36,457
Income tax expense	6,426	6,295
Amortization	27,988	25,185
Amortization of deferred debt issuance costs (1)	3,409	3,039
Change in contingent consideration	(65)	714
Acquisition-related expense	8,437	3,190
Acquisition related long-term incentive compensation	(1,627)	578
Restructuring and related expense	29,038	3,556
Amortization and expense related to discontinued prepaid incentives	1,412	1,634
Other non-operating loss (income)	1,752	(138)
Equity-based compensation	9,515	6,635
IPO related expenses	7,795	11,244
(Income) from equity method investments in related party	(5,606)	(1,995)
Adjusted income before income taxes (2)	\$ 129,151	\$ 96,394
Adjusted tax expense (3)	(33,734)	(24,609)
Adjusted net income	\$ 95,417	\$ 71,785
Net income margin	7.4 %	8.0 %
Adjusted net income margin	17.3 %	15.7 %

(1) Interest expense, net includes amortization of deferred debt issuance costs.

(2) Adjustments to Net income are described in the definition of Adjusted EBITDAC to Net income in “Adjusted EBITDAC and Adjusted EBITDAC Margin.”

(3) The Company is subject to United States federal income taxes, in addition to state, local, and foreign taxes, with respect to our allocable share of any net taxable income of the LLC. For the three months ended March 31, 2024, this calculation of adjusted tax expense is based on a federal statutory rate of 21% and a combined state income tax rate net of federal benefits of 5.12% on 100% of our adjusted income before income taxes as if the Company owned 100% of the LLC. For the three months ended March 31, 2023, this calculation of adjusted tax expense is based on a federal statutory rate of 21% and a combined state income tax rate net of federal benefits of 4.53% on 100% of our adjusted income before income taxes as if the Company owned 100% of the LLC.

Adjusted Diluted Earnings Per Share

We define Adjusted diluted earnings per share as Adjusted net income divided by diluted shares outstanding after adjusting for the effect if 100% of the outstanding LLC Common Units (together with the shares of Class B common stock), vested Class C Incentive Units, and unvested equity awards were exchanged into shares of Class A common stock as if 100% of unvested equity awards were vested. The most directly comparable GAAP financial metric is Diluted earnings per share.

A reconciliation of Adjusted diluted earnings per share to Diluted earnings per share, the most directly comparable GAAP measure, for each of the periods indicated is as follows:

	Three Months Ended March 31,			
		2024		2023
Earnings per share of Class A common stock – diluted	\$	0.13	\$	0.11
Less: Net income attributed to dilutive shares and substantively vested RSUs (1)		(0.07)		(0.06)
Plus: Impact of all LLC Common Units exchanged for Class A shares (2)		0.09		0.09
Plus: Adjustments to Adjusted net income (3)		0.20		0.13
Plus: Dilutive impact of unvested equity awards (4)		—		(0.01)
Adjusted diluted earnings per share	\$	0.35	\$	0.26
<i>(Share count in '000)</i>				
Weighted-average shares of Class A common stock outstanding – diluted		269,922		266,978
Plus: Impact of all LLC Common Units exchanged for Class A shares (2)		—		—
Plus: Dilutive impact of unvested equity awards (4)		4,854		4,670
Adjusted diluted earnings per share diluted share count		274,776		271,648

(1) Adjustment removes the impact of Net income attributed to dilutive awards and substantively vested RSUs to arrive at Net income attributable to Ryan Specialty Holdings, Inc. For the three months ended March 31, 2024 and 2023, this removes \$17.7 million and \$17.4 million of Net income, respectively, on 269.9 million and 267.0 million Weighted-average shares of Class A common stock outstanding - diluted, respectively. See “Note 10, *Earnings Per Share*” of the unaudited quarterly consolidated financial statements.

(2) For comparability purposes, this calculation incorporates the Net income that would be distributable if all LLC Common Units (together with shares of Class B common stock) and vested Class C Incentive units were exchanged for shares of Class A common stock. For the three months ended March 31, 2024 and 2023, this includes \$24.1 million and \$23.3 million of Net income, respectively, on 269.9 million and 267.0 million Weighted-average shares of Class A common stock outstanding - diluted, respectively. For the three months ended March 31, 2024, 140.4 million weighted average outstanding LLC Common Units were considered dilutive and included in the 269.9 million Weighted-average shares of Class A common stock outstanding - diluted within Diluted EPS. For the three months ended March 31, 2023, 143.4 million weighted-average outstanding LLC Common Units were considered dilutive and included in the 267.0 million Weighted-average shares of Class A common stock outstanding - diluted within Diluted EPS. See “Note 10, *Earnings Per Share*” of the unaudited quarterly consolidated financial statements.

(3) Adjustments to Adjusted net income are described in the footnotes of the reconciliation of Adjusted net income to Net income in “*Adjusted Net Income and Adjusted Net Income Margin*” on 269.9 million and 267.0 million Weighted-average shares of Class A common stock outstanding - diluted for the three months ended March 31, 2024 and 2023, respectively.

(4) For comparability purposes and to be consistent with the treatment of the adjustments to arrive at Adjusted net income, the dilutive effect of unvested equity awards is calculated using the treasury stock method as if the weighted-average unrecognized cost associated with the awards was \$0 over the period, less any unvested equity awards determined to be dilutive within the Diluted EPS calculation disclosed in “Note 10, *Earnings Per Share*” of the unaudited quarterly consolidated financial statements. For the three months ended March 31, 2024 and 2023, 4.9 million and 4.7 million shares were added to the calculation, respectively.

Liquidity and Capital Resources

Liquidity describes the ability of a company to generate sufficient cash flows to meet the cash requirements of its business operations. We believe that the balance sheet and strong cash flow profile of our business provides adequate liquidity. The primary sources of liquidity are Cash and cash equivalents on the Consolidated Balance Sheets, cash flows provided by operations, and debt capacity available under our Revolving Credit Facility, Term Loan, and Senior Secured Notes. The primary uses of liquidity are operating expenses, seasonal working capital needs, business combinations, capital expenditures, obligations under the TRA, taxes, distributions to LLC Unitholders, and dividends to Class A common stockholders. We believe that Cash and cash equivalents, cash flows from operations, and amounts available under our Revolving Credit Facility will be sufficient to meet liquidity needs, including principal and interest payments on debt obligations, capital expenditures, and anticipated working capital requirements, for the next 12 months and beyond. Our future capital requirements will depend on many factors including continuance of historical working capital levels and capital expenditure needs, investment in de novo offerings, and the flow of deals in our merger and acquisition program.

On February 27, 2024, our Board declared a one-time special cash dividend of \$0.23 per share on our outstanding Class A common stock. In addition, the Board initiated a regular quarterly dividend of \$0.11 per share on our outstanding Class A common stock. The special dividend of \$0.23 and \$0.07 of the regular quarterly dividend were funded by current and prior tax distributions from the LLC

that are in excess of both the corporate income taxes payable by the Company as well as the Company's obligations pursuant to the Tax Receivable Agreement. The remaining \$0.04 of the regular quarterly dividend was funded by free cash flow from the LLC and paid to all holders of the Class A common stock and LLC Common Units.

We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital or generate cash flows necessary to expand our operations, this could reduce our ability to compete successfully and harm the results of our operations.

Cash and cash equivalents on the Consolidated Balance Sheets include funds available for general corporate purposes. Fiduciary cash and receivables cannot be used for general corporate purposes. Insurance premiums, claims funds, and surplus lines taxes are held in a fiduciary capacity and the obligation to remit these funds are recorded as Fiduciary liabilities on the Consolidated Balance Sheets. We recognize fiduciary amounts due to others as Fiduciary liabilities and fiduciary amounts collectible and held on behalf of others, including insurance carriers, other insurance intermediaries, surplus lines taxing authorities, clients, and insurance policy holders, as Fiduciary cash and receivables on the Consolidated Balance Sheets.

In our capacity as an insurance broker or agent, we collect premiums from insureds and, after deducting our commission, remit the premiums to the respective insurance markets and carriers. We also collect claims prefunding or refunds from carriers on behalf of insureds, which are then returned to the insureds, and surplus lines taxes, which are then remitted to surplus lines taxing authorities. Insurance premiums, claims funds, and surplus lines taxes are held in a fiduciary capacity. The levels of Fiduciary cash and receivables and Fiduciary liabilities can fluctuate significantly depending on when we collect the premiums, claims prefunding, and refunds, make payments to markets, carriers, surplus lines taxing authorities, and insureds, and collect funds from clients and make payments on their behalf, and upon the impact of foreign currency movements. Fiduciary cash, because of its nature, is generally invested in very liquid securities with a focus on preservation of principal. To minimize investment risk, we maintain cash holdings pursuant to an investment policy which contemplates all relevant rules established by states with regard to fiduciary cash and is approved by our Board of Directors. The policy requires broad diversification of holdings across a variety of counterparties utilizing limits set by our Board of Directors, primarily based on credit rating and type of investment. Fiduciary cash and receivables included cash of \$955.9 million and \$769.0 million as of March 31, 2024 and 2023, respectively, and fiduciary receivables of \$2,225.5 million and \$1,706.1 million as of March 31, 2024 and 2023, respectively. While we may earn interest income on fiduciary cash held in cash and investments, the fiduciary cash may not be used for general corporate purposes. Of the \$665.4 million of Cash and cash equivalents on the Consolidated Balance Sheet as of March 31, 2024, \$116.7 million was held in fiduciary accounts representing collected revenue and was available to be transferred to operating accounts and used for general corporate purposes.

Credit Facilities

We expect to have sufficient financial resources to meet our business requirements for the next 12 months. Although cash from operations is expected to be sufficient to service our activities, including servicing our debt and contractual obligations, and financing capital expenditures, we have the ability to borrow under our Revolving Credit Facility to accommodate any timing differences in cash flows. Additionally, under current market conditions, we believe that we could access capital markets to obtain debt financing for longer-term funding, if needed.

On September 1, 2020, we entered into the Credit Agreement with leading institutions, including JPMorgan Chase Bank, N.A., the Administrative Agent, for Term Loan borrowings totaling \$1,650.0 million and a Revolving Credit Facility totaling \$300.0 million, in connection with financing the All Risks Acquisition. Borrowings under our Revolving Credit Facility are permitted to be drawn for our working capital and other general corporate financing purposes and those of certain of our subsidiaries. Borrowings under our Credit Agreement are unconditionally guaranteed by various subsidiaries and are secured by a lien and security interest in substantially all of our assets.

On July 26, 2021, we entered into an amendment to our Credit Agreement, which provided for an increase in the size of our Revolving Credit Facility from \$300.0 million to \$600.0 million. Interest on the upsized Revolving Credit Facility bore interest at the Eurocurrency Rate (LIBOR) plus a margin that ranged from 2.50% to 3.00%, based on the first lien net leverage ratio defined in our Credit Agreement. No other significant terms under our agreement governing the Revolving Credit Facility were changed in connection with such amendment.

On February 3, 2022, the LLC issued \$400.0 million of Senior Secured Notes. The notes have a 4.375% interest rate and will mature on February 1, 2030.

On April 29, 2022, we entered into the Fourth Amendment to the Credit Agreement on our Term Loan and Revolving Credit Facility to transition its LIBOR rate to a Benchmark Replacement of Adjusted Term SOFR plus a Credit Spread Adjustment of 10 basis points, 15 basis points, or 25 basis points for the one-month, three-month, or six-month borrowing periods, respectively.

On January 19, 2024, we entered into the fifth amendment (the “Repricing Amendment”) to the Term Loan’s Credit Agreement. As a result of the Repricing Amendment, the applicable interest rate of the Term Loan was reduced from Adjusted Term SOFR + 3.00% to Adjusted Term SOFR + 2.75% and no longer contains a credit spread adjustment. All other material provisions remain unchanged.

As of March 31, 2024, the interest rate on the Term Loan was 2.75% plus Adjusted Term SOFR, subject to a 75 basis point floor.

As of March 31, 2024, we were in compliance with all of the covenants under our Credit Agreement and there were no events of default for the three months ended March 31, 2024.

Tax Receivable Agreement

The Company is party to a TRA with current and certain former LLC Unitholders. The TRA provides for the payment by the Company, to current and certain former LLC Unitholders, of 85% of the net cash savings, if any, in U.S. federal, state, and local income taxes that the Company realizes (or is deemed to realize in certain circumstances) as a result of (i) certain increases in the tax basis of the assets of the LLC resulting from purchases or exchanges of LLC Common Units (“Exchange Tax Attributes”), (ii) certain tax attributes of the LLC that existed prior to the IPO (“Pre-IPO M&A Tax Attributes”), (iii) certain favorable “remedial” partnership tax allocations to which the Company becomes entitled to (if any), and (iv) certain other tax benefits related to the Company entering into the TRA, including tax benefits attributable to payments that the Company makes under the TRA (“TRA Payment Tax Attributes”). The Company recognizes a liability on the Consolidated Balance Sheets based on the undiscounted estimated future payments under the TRA.

Due to the uncertainty of various factors, we cannot precisely quantify the likely tax benefits we will realize as a result of the LLC Common Unit exchanges and the resulting amounts we are likely to pay out to current and certain former LLC Unitholders pursuant to the TRA; however, we estimate that such tax benefits and the related TRA payments may be substantial. As set forth in the table below, and assuming no changes in the relevant tax law and that we earn sufficient taxable income to realize all cash tax savings that are subject to the TRA, we expect future payments under the TRA as a result of transactions as of March 31, 2024 will be \$361.0 million in aggregate. Future payments in respect to subsequent exchanges would be in addition to these amounts and are expected to be substantial. The foregoing amounts are merely estimates and the actual payments could differ materially. In the highly unlikely event of an early termination of the TRA (e.g., a default by the Company or a Change of Control) the Company is required to pay to each holder of the TRA an early termination payment equal to the discounted present value of all unpaid TRA payments. The Company has not made, and is not likely to make, an election for an early termination. We expect to fund future TRA payments with tax distributions from the LLC that come from cash on hand and cash generated from operations.

<i>(in thousands)</i>	Exchange Tax Attributes	Pre-IPO M&A Tax Attributes	TRA Payment Tax Attributes	TRA Liabilities
Balance at December 31, 2023	\$ 194,668	\$ 85,814	\$ 78,416	\$ 358,898
Exchange of LLC Common Units	1,502	147	470	2,119
Balance at March 31, 2024	\$ 196,170	\$ 85,961	\$ 78,886	\$ 361,017

Total expected estimated tax savings from each of the tax attributes associated with the TRA as of March 31, 2023 were \$424.7 million consisting of (i) Exchange Tax Attributes of \$230.8 million, (ii) Pre-IPO M&A Tax Attributes of \$101.1 million, and (iii) TRA Payment Tax Attributes of \$92.8 million. The Company will retain the benefit of 15% of these cash savings.

Comparison of Cash Flows for the Three Months Ended March 31, 2024 and 2023

Cash and cash equivalents decreased \$39.3 million from \$704.7 million at March 31, 2023 to \$665.4 million at March 31, 2024. A summary of the Company’s cash flows provided by and used for continuing operations from operating, investing, and financing activities is as follows:

Cash Flows From Operating Activities

Cash flows used for operating activities for the three months ended March 31, 2024 were \$116.5 million, a decrease of \$42.7 million compared to the three months ended March 31, 2023. This decrease in cash flows used in operating activities was driven by an increase in Net income of \$4.2 million and the change in Other current and non-current accrued liabilities of \$43.6 million. The change in Other current and non-current accrued liabilities was primarily driven by an increase in brokerage overrides due to timing of the payments and acquisition contingent consideration, offset by increased producer commission and other bonus payments in the first quarter of 2024 compared to the first quarter of 2023 related to growth in the business.

Cash Flows From Investing Activities

Cash flows used for investing activities during the three months ended March 31, 2024 were \$7.6 million, a decrease of \$97.3 million compared to the \$104.9 million of cash flows used for investing activities during the three months ended March 31, 2023. The main driver of the cash flows used for investing activities in the three months ended March 31, 2024 was \$7.6 million of Capital expenditures, compared to \$102.1 million for Business combinations - net of cash acquired and cash held in a fiduciary capacity and \$2.8 million of Capital expenditures for the three months ended March 31, 2023.

Cash Flows From Financing Activities

Cash flows used for financing activities during the three months ended March 31, 2024 were \$10.2 million, a decrease of \$19.4 million compared to cash flows used for financing activities of \$29.6 million during the three months ended March 31, 2023. The main drivers of cash flows used for financing activities during the three months ended March 31, 2024 were Dividends paid to Class A common shareholders of \$40.0 million, Distributions to non-controlling LLC Unitholders of \$5.6 million, and Payment of accrued return on Ryan Re preferred units of \$1.9 million offset by Net change in fiduciary liabilities of \$37.3 million. The main drivers of cash flows provided by financing activities during the three months ended March 31, 2023 were the Net change in fiduciary liabilities of \$20.8 million, the Payment of contingent consideration of \$4.5 million, and the Repayment of term debt of \$4.1 million.

Contractual Obligations and Commitments

Our principal commitments consist of contractual obligations in connection with investing and operating activities. These obligations are described within "Note 7, *Debt*" in the notes to our unaudited consolidated financial statements, where we provide further description on provisions that create, increase, or accelerate obligations, or other pertinent data to the extent necessary for an understanding of the timing and amount of the specified contractual obligations.

Within Current accrued compensation and Non-current accrued compensation we have various long-term incentive compensation agreements accrued for. These agreements are typically associated with an acquisition. Below we have outlined the liabilities accrued as of March 31, 2024, the projected future expense, and the projected timing of future cash outflows associated with these arrangements.

Long-term Incentive Compensation Agreements

<i>(in thousands)</i>	March 31, 2024
Current accrued compensation	\$ 378
Non-current accrued compensation	317
Total liability	\$ 695
Projected future expense	1,473
Total projected future cash outflows	\$ 2,168

Projected Future Cash Outflows

<i>(in thousands)</i>	
2024	\$ —
2025	1,514
2026	131
2027	131
Thereafter	\$ 392

Within "Note 3, *Mergers and Acquisitions*" in the notes to our unaudited consolidated financial statements we discuss various contingent consideration arrangements and their impact. Below we have outlined the liabilities accrued as of March 31, 2024, the projected future expense, and the projected timing of future cash outflows associated with these contingent consideration agreements.

Contingent Consideration

<i>(in thousands)</i>	March 31, 2024	
Current accounts payable and accrued liabilities	\$	39,801
Other non-current liabilities		3,063
Total liability	\$	42,864
Projected future expense		3,832
Total projected future cash outflows	\$	46,696

Projected Future Cash Outflows

<i>(in thousands)</i>		
2024	\$	—
2025		42,441
2026		4,255
2027		—
Thereafter	\$	—

Critical Accounting Policies and Estimates

The methods, assumptions, and estimates that we use in applying the accounting policies may require us to apply judgments regarding matters that are inherently uncertain. We consider an accounting policy to be a critical estimate if (i) the Company must make assumptions that were uncertain when the judgment was made and (ii) changes in the estimate assumptions, or selection of a different estimate methodology, could have a significant impact on our financial position and the results that we will report in the consolidated financial statements. While we believe that the estimates, assumptions, and judgments are reasonable, they are based on information available when the estimate was made. The accounting policies that we believe reflect our more significant estimates, judgments, and assumptions that are most critical to understanding and evaluating our reported financial results are: revenue recognition, business combinations, goodwill and intangibles, income taxes, and tax receivable agreement liabilities.

Our critical accounting policies are described under the heading “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies*” in the Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on February 28, 2024. Additionally, the changes, if any, to our critical accounting policies and estimates disclosed in the Annual Report on Form 10-K for the year ended December 31, 2023 are included in “*Note 1, Basis of Presentation*,” to our unaudited consolidated financial statements.

Recent Accounting Pronouncements

For a description of recently adopted accounting pronouncements and recently issued accounting standards not yet adopted (if any), see “*Note 1, Basis of Presentation*” in the notes to our unaudited consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to various market risks in our day-to-day operations. Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest and foreign currency exchange rates.

Foreign Currency Risk

For the three months ended March 31, 2024, approximately 2% of revenues were generated from activities in the United Kingdom, Europe, and Canada. We are exposed to currency risk from the potential changes between the exchange rates of the US Dollar, Canadian Dollar, British Pound, Euro, Swedish Krona, Danish Krone, and other European currencies. The exposure to foreign currency risk from the potential changes between the exchange of USD and other currencies is immaterial.

Interest Rate Risk and Credit Risk

Certain of the Company’s revenues, expenses, assets, and liabilities are exposed to the impact of interest rate changes. Interest rate risk and credit risk to counterparties generated from the Company’s Cash and cash equivalents, and Cash and cash equivalents held in a fiduciary capacity, will fluctuate with the general level of interest rates.

As of March 31, 2024, we had \$1,596.4 million of outstanding principal on our Term Loan borrowings, which bears interest on a floating rate, subject to a 0.75% floor. We are subject to Adjusted Term SOFR interest rate changes and exposure in excess of the floor. The fair value of the Term Loan approximates the carrying amount as of March 31, 2024 and December 31, 2023, as determined based upon information available.

On April 7, 2022, the Company entered into an interest rate cap agreement to manage its exposure to interest rate fluctuations related to the Company's Term Loan for an upfront cost of \$25.5 million. The interest rate cap has a \$1,000.0 million notional amount, 2.75% strike, and terminates on December 31, 2025.

Based on the below balances as of March 31, 2024, the impact of a hypothetical 100 basis point (BPS) increase or decrease in quarter-end prevailing short-term interest rates for one year would be:

<i>(in thousands)</i>	Balance at March 31, 2024	100 BPS Increase	100 BPS Decrease
Cash and cash equivalents	\$ 665,420	\$ (6,654)	\$ 6,654
Term Loan principal outstanding (1)	1,596,400	15,964	(15,964)
Interest rate cap notional amount (2)	1,000,000	(10,000)	10,000
Net exposure to Interest expense, net		(690)	690
Cash and cash equivalents held in a fiduciary capacity	955,893	9,559	(9,559)
Net exposure to Fiduciary investment income		\$ 9,559	\$ (9,559)
Impact to Net income		<u>10,249</u>	<u>(10,249)</u>

(1) To the extent SOFR falls below 0.75%, the impact of the change in interest rates is zero.

(2) To the extent interest rates fall below 2.75%, the impact of the change in interest rates is zero.

In addition to interest rate risk, our cash investments and fiduciary cash holdings are subject to potential loss of value due to counterparty credit risk. To minimize this risk, the Company and its subsidiaries hold funds pursuant to an investment policy approved by our Board. The policy mandates the preservation of principal and liquidity and requires broad diversification with counter-party limits assigned based primarily on credit rating and type of investment. The Company carefully monitors its cash, cash equivalents, and cash and cash equivalents held in a fiduciary capacity, and plans to further restrict the portfolio as appropriate with respect to market conditions. The majority of Cash and cash equivalents and Cash and cash equivalents held in a fiduciary capacity are held in demand deposit accounts and short-term investments, consisting principally of AAA-rated money market funds and treasury bills, having original maturities of 90 days or less.

Other financial instruments consist of Cash and cash equivalents, Commissions and fees receivable – net, Other current assets, and Accounts payable and accrued liabilities. The carrying amounts of Cash and cash equivalents, Commissions and fees receivable – net, and Accounts payable and accrued liabilities approximate fair value because of the short-term nature of the instruments.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain “disclosure controls and procedures,” as defined in Rule 13a–15(e) and Rule 15d–15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are designed to provide reasonable assurance that information required to be disclosed by the Company in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to provide reasonable assurance that information required to be disclosed by the Company in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of March 31, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control

There have been no changes in internal control over financial reporting during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations of Internal Control Over Financial Reporting

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as specified above. Management does not expect, however, that our disclosure controls and procedures will prevent or detect all errors and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may be involved in various legal proceedings and subject to claims that arise in the ordinary course of business. Although the results of litigation and claims are inherently unpredictable and uncertain, we are not presently a party to any litigation the outcome of which, we believe, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, cash flows or financial condition.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed under the heading “Risk Factors” in our annual report on Form 10-K for the year ended December 31, 2023 which was filed with the SEC on February 28, 2024.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Sale of Unregistered Securities

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Item 2.05 Costs Associated with Exit or Disposal Activities

On April 30, 2023, the Board approved an update to the Company’s restructuring program (the “Program”), which commenced in the first quarter of 2023. The Program is designed to facilitate continued growth, drive innovation, and deliver sustainable productivity improvements over the long term. The updated Program is expected to generate approximately \$60 million of annual cost savings in 2025. The Program includes (i) Operations and Technology Optimization, (ii) Compensation and Benefits, and (iii) Asset Impairment and Other Termination Costs. These actions are expected to be completed by the end of 2024.

The Company currently estimates that the updated Program will result in cumulative pre-tax charges to its GAAP financial results of approximately \$110 million which are expected to be recorded as exit and disposal activities and are broken down as follows:

Program Activity	Charges
Operations and Technology Optimization	\$ 55 million
Compensation and Benefits	40 million
Asset Impairment and Other Termination Costs	15 million
Total	\$ 110 million

The Company currently estimates that approximately 95% of the future pre-tax charges relating to the Program will result in future cash expenditures.

Program charges are recognized as the costs are incurred over time in accordance with GAAP. The Company treats charges related to the Program as special items impacting comparability of results in its earnings disclosures.

The amounts and timing of all estimates are subject to change until finalized. The actual amounts and timing may vary materially based on various factors. See “*Cautionary Note Regarding Forward-Looking Statements*” above.

Insider Trading Arrangements and Policies

During the quarter ended March 31, 2024, none of our directors or officers (as defined in Section 16 of the Securities Exchange Act of 1934, as amended) adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (each as defined in Item 408 of Regulation S-K).

Item 6. Exhibits

The following is a list of all exhibits filed or furnished as part of this report:

Exhibit Number	Description
3.1	<u>Amended and Restated Certificate of Incorporation of the Ryan Specialty Holdings, Inc., dated July 21, 2021 (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on July 27, 2021).</u>
3.2	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of Ryan Specialty Holdings, Inc., dated June 3, 2022 (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed on June 8, 2022).</u>
3.3	<u>Amended and Restated Bylaws of Ryan Specialty Holdings, Inc., dated July 21, 2021 (incorporated by reference to Exhibit 3.2 to the Registrant's Form 8-K filed on June 8, 2022).</u>
4.1	<u>Registration Rights Agreement, dated July 26, 2021, by and among Ryan Specialty Holdings, Inc., and the other signatories party thereto (incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on July 27, 2021).</u>
4.2	<u>Indenture, dated as of February 3, 2022, by and among Ryan Specialty, LLC, the guarantors party thereto and U.S. Bank National Association as trustee and as notes collateral agent (incorporated by reference to Exhibit 4.1 to the Registrant's Form 8-K filed on February 7, 2022).</u>
4.3	<u>Form of 4.375% Senior Secured Notes due 2030 (incorporated by reference to Exhibit A to Exhibit 4.1 to the Registrant's Form 8-K filed on February 7, 2022).</u>
10.1	<u>Amended and Restated Tax Receivable Agreement, dated as of August 9, 2022, by and among Ryan Specialty Holdings, Inc., and the other signatories party thereto (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed on August 12, 2022).</u>
10.2	<u>Eighth Amended and Restated Limited Liability Company Agreement of Ryan Specialty, LLC, dated as of July 5, 2023, by and among Ryan Specialty, LLC, and the other signatories party thereto, (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed on November 03, 2023).</u>
10.3	<u>Form of Director and Officer Indemnification Agreement, by and among Ryan Specialty Holdings, Inc., and the other signatories party thereto (incorporated by reference to Exhibit 10.4 to the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on June 21, 2021).</u>
10.4	<u>Indemnification Agreement, by and among Ryan Specialty Holdings, Inc., and Patrick G. Ryan, dated as of July 26, 2021 (incorporated by reference to Exhibit 10.4 to the Registrant's Form 8-K filed on July 27, 2021).</u>
10.5	<u>Director Nomination Agreement, dated as of July 26, 2021, by and among Ryan Specialty Holdings, Inc., and the other signatories party thereto (incorporated by reference to Exhibit 10.5 to the Registrant's Form 8-K filed on July 27, 2021).</u>
10.6	<u>Ryan Specialty Holdings, Inc. 2021 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.7 to the Registrant's Quarterly Report on Form 10-Q filed on August 12, 2022).</u>
10.7	<u>First Amendment to the Ryan Specialty Holdings, Inc. 2021 Omnibus Incentive Plan, (incorporated by reference to Exhibit 10.8 to the Registrant's Form 10-K filed on March 1, 2023).</u>
10.8	<u>Ryan Specialty Holdings, Inc., Form of Nonqualified Stock Option Agreement (Stacking Option) (incorporated by reference to Exhibit 10.2 to the Registrant's Registration Statement on Form S-8 filed on July 23, 2021).</u>
10.9	<u>Ryan Specialty Holdings, Inc., Form of Nonqualified Stock Option Agreement (Reload Option) (incorporated by reference to Exhibit 10.3 to the Registrant's Registration Statement on Form S-8 filed on July 23, 2021).</u>
10.10	<u>Ryan Specialty Holdings, Inc. Form of Common Unit Grant Agreement (incorporated by reference to Exhibit 10.8 to the Registrant's Registration Statement on Form S-8 filed on July 23, 2021).</u>
10.11	<u>Ryan Specialty Holdings, Inc., Form of Restricted Stock Unit Agreement (Non-Employee Directors) (incorporated by reference to Exhibit 10.15 to the Registrant's Form 10-K filed on March 16, 2022).</u>
10.12	<u>Ryan Specialty Holdings, Inc. Form of Restricted LLC Unit Agreement (2022), (incorporated by reference to Exhibit 10.11 to the Registrant's Form 10-K filed on February 28, 2024).</u>
10.13	<u>Ryan Specialty Holdings, Inc. Form of Class C Common Incentive Unit Grant Agreement (PSI Units), (incorporated by reference to Exhibit 10.12 to the Registrant's Form 10-K filed on February 28, 2024).</u>

- 10.14 [Ryan Specialty Holdings, Inc. Form of Performance-Based Restricted Stock Unit Agreement \(DELTA PSUS\), filed herewith.](#)
- 10.15 [Ryan Specialty Holdings, Inc. Form of Performance-Based Restricted LLC Unit Agreement \(DELTA PLUS\), filed herewith.](#)
- 10.16 [Fifth Amendment to the Credit Agreement, dated January 19, 2024, including Exhibit A, a conformed copy of the Credit Agreement, dated as of September 1, 2020, among Ryan Specialty, LLC and JPMorgan Chase Bank, N.A., as administrative agent and the other lenders party thereto, as amended March 30, 2021, July 26, 2021, August 13, 2021, April 29, 2022, and January 19, 2024 \(incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed on filed on January 26, 2024\).](#)
- 10.17 [Third Amended and Restated Limited Liability Company Operating Agreement of New Ryan Specialty, LLC, dated as of July 5, 2023, by and among New Ryan Specialty, LLC, and the other signatories party thereto, \(incorporated by reference to Exhibit 10.20 to the Registrant's Quarterly Report on Form 10-Q filed on November 03, 2023\).](#)
- 10.18 [Ryan Specialty Group Services, LLC Executive Severance Plan, \(incorporated by reference to Exhibit 10.15 to the Registrant's Form 10-K filed on February 28, 2024\).](#)
- 31.1 [Certification of the Chief Executive Officer pursuant to Exchange Act Rule 13a-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.](#)
- 31.2 [Certification of the Chief Financial Officer pursuant to Exchange Act Rule 13a-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.](#)
- 32.1* [Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, filed herewith.](#)
- 32.2* [Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, filed herewith.](#)
- 97.1 [Clawback Policy Pursuant to Rule 10D-1 under the Exchange Act, \(incorporated by reference to Exhibit 97.1 to the Registrant's Form 10-K filed on February 28, 2024\).](#)
- 101.INS Inline XBRL (Extensible Business Reporting Language) Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
- 101.SCH Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
- 104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* The certifications furnished in Exhibit 32.1 and Exhibit 32.2 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURES

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

RYAN SPECIALTY HOLDINGS, INC. (Registrant)

Date: May 1, 2024

By: /s/ Jeremiah R. Bickham

Jeremiah R. Bickham
Executive Vice President and Chief Financial Officer
(Principal Financial Officer and Principal Accounting
Officer)



Exhibit 10.14

PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT (DELTA PSUs)
PURSUANT TO THE
RYAN SPECIALTY HOLDINGS, INC. 2021 OMNIBUS INCENTIVE PLAN

* * * * *

Participant: [●]

Grant Date: [●]

Target Number of PSUs Granted (“Target PSUs”): [●]

* * * * *

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (together with any appendix thereto, this “Agreement”), dated as of the Grant Date specified above, is entered into by and between Ryan Specialty Holdings, Inc., a corporation organized in the State of Delaware (the “Company”), and the Participant specified above, pursuant to the Ryan Specialty Holdings, Inc. 2021 Omnibus Incentive Plan, as in effect and as amended from time to time (the “Plan”), which is administered by the Committee; and

WHEREAS, it has been determined under the Plan that it would be in the best interests of the Company to grant the Performance-Based Restricted Stock Units (“PSUs”) provided herein to the Participant.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. Acknowledgment of Restrictive Covenants. The Participant acknowledges and agrees that, as a condition of receiving the PSUs hereunder, the Participant will be bound by all of the restrictive covenants set forth in Appendix A of this Agreement, and that such restrictive covenants are in addition to, and not in lieu of, any other restrictive covenants to which the Participant may be subject.

2. Incorporation by Reference; Plan Document Receipt. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Any capitalized term not defined in this Agreement will have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan will control.

3. Grant of PSU Award. The Company hereby grants to the Participant, as of the Grant Date specified above, the number of PSUs specified above. Except as otherwise provided by the Plan, the

Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason, and no adjustments will be made for dividends in cash or other property, distributions or other rights in respect of the shares of Common Stock underlying the PSUs, except as otherwise specifically provided for in the Plan or this Agreement.

4. Vesting.

(a)General. Except as otherwise set forth in this Section 4, a number of PSUs (if any) will vest as of [●] (the "Certification Date") based on the achievement of the Performance Thresholds and the Payout Percentage set forth in Appendix B of this Agreement as of the Certification Date, subject to the Participant's continued service with the Company or any of its Subsidiaries through [●] (the "Time-Vesting Date").

(b)Treatment of Unvested PSUs upon Termination. Except as set forth below, in the event of the Participant's Termination for any reason prior to the Time-Vesting Date, any PSUs that are unvested as of the date of the Participant's Termination will be immediately forfeited as of the date of such Termination. Notwithstanding anything in this Section 4 to the contrary:

(i) in the event the Participant incurs a Termination without Cause prior to the Time-Vesting Date, the PSUs will remain outstanding and eligible to vest on the Certification Date in accordance with Appendix B based on the applicable Performance Thresholds and Payout Percentage, but with the number of PSUs earned pro-rated, with such proration effected by multiplying (A) the number of PSUs earned as of the Certification Date by (B) a fraction, (I) the numerator of which is the number of days the Participant is employed by or providing services to the Company or any of its Subsidiaries during the period from the Grant Date through the Time-Vesting Date (such period, the "Award Term") and (II) the denominator of which is the total number of days in the Award Term, with any earned PSUs settled following the Certification Date in accordance with Section 6; and

(ii) in the event the Participant incurs a Termination due to the Participant's death or Disability, a number of PSUs equal to the actual number of PSUs earned as of the date of such Termination shall vest in accordance with Appendix B as of the date of such Termination, measured based on actual Payout Percentage and actual achievement of the applicable Performance Thresholds but with (A) the Initial Performance Period deemed to have ended as of the date of such Termination, (B) the [●] Condition deemed achieved as of the date of such Termination and (C) the [●] Condition deemed achieved as of the date of such Termination.

Any portion of the PSUs that does not vest pursuant to this Section 4(b) following the date of the Participant's Termination shall be forfeited. Notwithstanding the foregoing, any shares of Common Stock that are delivered in respect of any PSUs that vest pursuant to the Participant's Disability cannot be sold, contracted to sell, pledged or otherwise transferred or disposed of until the earlier of (I) two years following the date of such Termination or (II) the Certification Date. For the avoidance of doubt, any shares of Common Stock that are delivered in respect of any PSUs that vest due to the Participant's death will be immediately available upon vesting and will not be subject to any further transfer restrictions.

(c)Change in Control. In the event of a Change in Control of the Company prior to the forfeiture or settlement of the PSUs, unless otherwise determined by the Committee in its sole discretion, subject to the Participant's continuous employment or service with the Company or any of its Subsidiaries through the date of such Change in Control, the PSUs shall be converted, as of the date of such Change in Control, into time-based Restricted Stock Units of the Company or the applicable successor entity (the "Converted RSUs"), with the number of Converted RSUs calculated based on the greater of (i) actual

Payout Percentage and actual achievement of the Performance Thresholds, calculated (A) as though the Initial Performance Period had ended as of the date of such Change in Control, (B) with the [●] Condition deemed achieved as of the date of such Change in Control and (C) with the [●] Condition deemed achieved as of the date of such Change in Control, or (ii) the Target PSUs, which Converted RSUs shall vest in full on the earlier of (x) the Time-Vesting Date or (y) the date of the Participant's Termination without Cause or due to the Participant's death or Disability, in each case, subject to the Participant's continuous employment or service with the Company or any of its Subsidiaries (including the surviving entity resulting from such Change in Control) through the applicable vesting date.

(d)Change in Control Definition. Notwithstanding anything in the Plan to the contrary, in no event will a transfer of securities of the Company by (i) Patrick G. Ryan ("Pat Ryan") to any of his Family Members, (ii) any of Pat Ryan's Family Members to any of their respective Family Members or (iii) any of the foregoing Persons to a non-profit entity constitute a Change in Control.

(e)Committee Discretion to Accelerate Vesting. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of the PSUs at any time and for any reason.

5.Clawback. If the Participant incurs a Termination for Cause or a Restrictive Covenant Breach (as defined below) occurs and written notice of such Restrictive Covenant Breach is given to the Participant by the Company, then all of the PSUs (whether vested or not vested) and any Shares or cash previously delivered on settlement of the PSUs shall be automatically forfeited to the Company for no consideration effective as of the date of such Termination for Cause or Restrictive Covenant Breach. In the event the Participant has sold or otherwise disposed of any PSUs or any such Shares, the Participant shall promptly (and in no event later than ten (10) days following the date of such Termination for Cause or such written notice of a Restrictive Covenant Breach) pay to the Company the Fair Market Value of such securities at the time of such sale or disposition. For purposes of this Agreement, a "Restrictive Covenant Breach" means a breach (as determined by the Board in its sole discretion) by Participant in any material respect of the provisions of Appendix A, attached hereto, or any other non-competition, non-solicitation, confidentiality or other similar covenant made by Participant in favor of the Company or any of its Affiliates. Additionally, the Participant's rights with respect to the PSUs will in all events be subject to (a) any right that the Company may have under the Company's Clawback Policy or any Company recoupment policy or other agreement or arrangement with the Participant, and (b) any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission or any other Applicable Law.

6.Delivery of Shares.

(a)General. Subject to the provisions of Section 6(b) hereof, within 30 days following the vesting of the PSUs, the Participant will receive the number of shares of Common Stock that correspond to the number of PSUs that have become vested on the applicable vesting date. Without limiting the foregoing, in lieu of delivering only shares of Common Stock, the Committee may, in its sole discretion, settle any vested PSUs by payment to the Participant in cash of an amount equal to the Fair Market Value of the number of shares of Common Stock that correspond to the number of PSUs that have become vested on the applicable vesting date. The Participant acknowledges and agrees to notify the Company in writing if he or she sells any shares of Common Stock acquired pursuant to such settlement within one year of any such sale.

(b)Blackout Periods. If the Participant is subject to any Company "blackout" policy or other trading restriction imposed by the Company on the date such distribution would otherwise be made pursuant

to Section 6(a) hereof, the Company may defer such distribution until the earlier of (i) the date that the Participant is not subject to any such policy or restriction and (ii) the later of (A) the end of the calendar year in which such distribution would otherwise have been made and (B) a date that is immediately prior to the expiration of two and one-half months following the date such distribution would otherwise have been made hereunder.

7.Dividends; Rights as Stockholder. If the Company declares and pays a dividend in respect of its outstanding shares of Common Stock and, on the record date for such dividend, the Participant holds PSUs granted pursuant to this Agreement that have not been settled, the Company shall record the amount of such dividend (a “Subject Dividend”) in a bookkeeping account. On the date on which the Common Stock underlying the PSUs are delivered to the Participant in accordance with the provisions hereof, the Company will pay the Participant an amount equal to (a) the aggregate value of the Subject Dividends, multiplied by (b) the number of PSUs that become earned on such date under this Agreement; provided that, any stock dividends will be paid in shares of Common Stock at the same time that the shares of Common Stock underlying the PSUs are delivered to the Participant in accordance with the provisions hereof. For clarity, if any of the PSUs are forfeited by the Participant pursuant to the terms of this Agreement, then the Participant shall also forfeit all Subject Dividends, if any, accrued with respect to such forfeited PSUs. No interest will accrue on the Subject Dividends between the declaration and payment of the applicable dividends and the settlement of the Subject Dividends. Except as otherwise provided herein, the Participant will have no rights as a stockholder with respect to any shares of Common Stock covered by any PSU unless and until the Participant has become the holder of record of such shares.

8.Non-Transferability. No portion of the PSUs may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the PSUs as provided herein, unless and until Shares have been delivered in respect of vested PSUs in accordance with the provisions hereof and the Participant has become the holder of record of the vested shares of Common Stock issuable hereunder. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the PSUs to be Transferred; provided that, such Transfer will only be valid upon execution of a written instrument in form and substance acceptable to the Committee in its sole discretion evidencing such Transfer and the transferee’s acceptance thereof signed by the Participant and the transferee; and, provided, further, that the PSUs may not be subsequently Transferred other than as permitted by the Committee in its sole discretion in accordance with the terms of the Plan and this Agreement, and will remain subject to the terms of the Plan and this Agreement.

9.Governing Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law principles thereof. The parties agree to resolve any dispute relating to this Agreement using the provisions set forth in the Arbitration Agreement between Participant and the Company or any of its Affiliates (including, for the avoidance of doubt, arising from Appendix A); provided, however, that either party may request injunctive relief from a court of competent jurisdiction to address a breach of any provision contained in Appendix A, excluding, for the avoidance of doubt, Section 2 thereof.

10.Withholding of Tax. The Company will have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant’s FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the PSUs and, if the Participant fails to do so, the Company may otherwise refuse to issue or transfer any shares of Common Stock otherwise required to be issued pursuant to this Agreement. **With the consent of the Committee, any minimum statutorily required withholding obligation incurred in connection with the settlement of the PSUs**

may be satisfied by reducing the amount of cash or shares of Common Stock otherwise deliverable upon settlement of the PSUs.

11. Legend. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Common Stock issued pursuant to this Agreement. The Participant will, at the request of the Company, promptly present to the Company any and all certificates representing shares of Common Stock acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 11.

12. Entire Agreement; Amendment. Except as set forth in Section 1, this Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee will have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company will give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

13. Notices. Any notice hereunder by the Participant will be given to the Company in writing and such notice will be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company will be given to the Participant in writing and such notice will be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

14. No Right to Employment. Any questions as to whether and when there has been a Termination and the cause of such Termination will be determined in the sole discretion of the Committee. Nothing in this Agreement will interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

15. Transfer of Personal Data. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the PSUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

16. Compliance with Laws. The grant of PSUs and the issuance of shares of Common Stock hereunder will be subject to, and will comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law, rule regulation or exchange requirement applicable thereto. The Company will not be obligated to issue the PSUs or any shares of Common Stock pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the settlement of the PSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation.

17. Section 409A. Notwithstanding anything herein or in the Plan to the contrary, the PSUs are intended to be exempt from or in compliance with the applicable requirements of Section 409A of the Code and will be limited, construed and interpreted in accordance with such intent.

18. Binding Agreement; Assignment. This Agreement will inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant will not assign

(except in accordance with Section 8 hereof) any part of this Agreement without the prior express written consent of the Company.

19. Headings. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be a part of this Agreement.

20. Counterparts; Electronic Acceptance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument. The parties agree that this Agreement may be executed by electronic means, including by electronic acceptance through an Internet portal.

21. Further Assurances. Each party hereto will do and perform (or will cause to be done and performed) all such further acts and will execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

22. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction will not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder will be enforceable to the fullest extent permitted by law.

23. Acquired Rights. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of PSUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the PSUs awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and will not be considered as part of such salary in the event of severance, redundancy or resignation.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed (or electronically accepted, as applicable) this Agreement as of the date first written above.

RYAN SPECIALTY HOLDINGS, INC.

By: ____

Name: Patrick G. Ryan

Title: Chairman & CEO

THE PARTICIPANT

[•]

[Signature Page to Performance-Based Restricted Stock Agreement]

Appendix A

Restrictive Covenants and Confidentiality

24. **Non-Solicitation and Non-Accept**. During the period of the Participant's employment or services and for two years following the Participant's Termination (the "**Restricted Period**"), the Participant shall not, directly or indirectly except in the furtherance of the Participant's duties to the Company or any of its Affiliates (collectively, the "**Ryan Group**"), directly or indirectly, individually or on behalf of any other Person:

(a)(i) solicit, entice, encourage or induce any Person who at any time during the Restricted Period shall have been an employee, consultant, agent or representative of any member of the Ryan Group with whom the Participant had contact during the Restricted Period ("**Protected Party**") to become an employee, consultant, agent or representative of any other Person or (ii) approach any such Protected Party for such purpose or authorize or knowingly approve the taking of such actions by any other Person or assist any such Person in taking such action; **provided** that nothing in this **Section 1(a)** shall prohibit the Participant from receiving and considering any application for employment from any Protected Party who has not been solicited, enticed, encouraged or induced in violation of this **Section 1(a)**;

(b) solicit, entice, encourage, or induce any direct or indirect customer, client, referral source, Carrier (as defined below), administrator, licensor, vendor, insurer or other business relation of any member of the Ryan Group, including, without limitation, any insured, account, retail agent or retail broker (collectively, "**Business Relations**"), (i) to cease doing business with any member of the Ryan Group, (ii) to enter into any business relationship with any Person other than the members of the Ryan Group, or (iii) to interfere in any way with the relationship between any such Business Relation and the members of the Ryan Group (including, without limitation, making any negative or disparaging statements or communications regarding the members of the Ryan Group or their respective officers, directors, employees, principals, partners, members, managers, attorneys and representatives) or, in each case, assist any other Person in taking any such actions; **provided** that nothing in this **Section 1(b)** shall prohibit the Participant from servicing the business or accounts of any Business Relation who has not been solicited, enticed, encouraged or induced in violation of this **Section 1(b)**. The covenant set forth in this **Section 1(b)** shall apply only to Business Relations which any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged in business within the 12 months prior to the Participant's Termination. Further, this covenant shall apply only to Business Relations where the Participant participated in the relationship with the Business Relation. For the purposes hereof, "**Carrier**" means any insurance company, surety, benefit plan, insurance pool, risk retention group, reinsurer, Lloyd's syndicate, ancillary benefit carrier, state fund or pool or other risk assuming entity in which any insurance, reinsurance or bond has been placed or obtained.

(c) accept or service the business of any Business Relation, including, without limitation, in any way that would result in any such Business Relation (i) ceasing doing business with any member of the Ryan Group, (ii) entering into any business relationship with any Person other than the members of Ryan Group, or (iii) interfering in any way with the relationship between any such Business Relation and the members of the Ryan Group, or, in each case, assist any other Person in taking any such action. The covenant set forth in this **Section 1(c)** shall apply only to Business Relations which any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged in business within the 12 months prior to the Participant's Termination. Further, this covenant shall apply only to Business Relations where the Participant participated in the placement or servicing of the Business Relation; or

(d) accept or service any account of any Business Relation where the Participant participated in placing or servicing of such account, including, without limitation, in any way that would result in any

such Business Relation not placing any such account with any member of the Ryan Group, or moving such account to any Person other than a member of the Ryan Group, or, in each case, assist any other Person in taking any such action. The restrictions in this Section 1(d) are in addition to, and should not be read in any way to limit, any other provision in this Section 1. The covenant set forth in this Section 1(d) shall apply only to accounts of Business Relations where any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged such Business Relation in business within the 18 months prior to the Participant's Termination. Further, this covenant shall apply only to accounts where the Participant participated in the placement or servicing of the account.

25. **Noncompetition.** During the Restricted Period, the Participant shall not, directly or indirectly, provide any Competing Services to any business which competes anywhere in the Restricted Territory with any of the businesses of the Company or any of its Affiliates. Nothing herein shall prohibit the Participant from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded, so long as the Participant has no active participation in the business of such corporation. The Company waives its right to specific performance and/or injunctive or other equitable relief in order to enforce or prevent any violations of the provisions of this, and only this, Section 2. In the event of a breach of this Section 2, the Company shall be entitled to recover an amount equal to the aggregate fair market value of the Shares received in settlement of the PSUs, as well as the Company's costs (including reasonable attorneys' fees and expenses) incurred in recovering such damages. For the avoidance of doubt, nothing herein shall limit the Company's clawback rights. For these purposes, (a) "Competing Services" are (1) owning, managing, or controlling, or (2) consulting or rendering services similar to the services provided by the Participant to the Company or its Affiliates, and (b) the "Restricted Territory" is (1) the county(ies) where the Participant's primary office was located and/or the location from which the Participant primarily worked during the two (2) years prior to the Participant's Termination, (2) the counties where the primary office of each client or insured with whom Participant did business on behalf of the Company or its Affiliates is located, and (3) counties contiguous to the counties described in Sections 2(b)(1) and 2(b)(2).

26. **Confidentiality.** During the Restricted Period and thereafter, the Participant shall not use, disclose or divulge, furnish or make accessible to anyone, directly or indirectly, any Protected Information in any Unauthorized manner or for any Unauthorized purpose (as such terms are hereinafter defined).

(a) As used in this Agreement, the term "Protected Information" shall mean trade secrets, confidential or proprietary information, and all other knowledge, know-how, information, documents or materials, owned, developed or possessed by any member of the Ryan Group whether in tangible or intangible form, pertaining to the business of the Ryan Group, the confidentiality of which such owner, developer or possessor takes reasonable measures to protect, including, but not limited to, the Ryan Group's research, business relationships, products (including prices, costs, sales and content), plans for the development of new products, processes, techniques, finances, contracts, financial information or measures, business methods, business plans, data bases, computer programs, designs, models, operating procedures, knowledge of the organization, marketing strategies and methods, suppliers, customer preferences and contact persons, and the identities and roles of the key employees of, and other information owned, developed or possessed by, any member of the Ryan Group; provided, however, that Protected Information shall not include: (i) information that shall become generally known to the public without violation of this Section 3, and (ii) information that is disclosed to the Participant after the Participant's Termination by another party who is under no obligation of confidentiality and has a bona fide right to disclose the information.

(b) As used in this Agreement, the term "Unauthorized" shall mean: (i) in contravention of the Ryan Group's policies or procedures; (ii) otherwise inconsistent with the measures of a member of the Ryan Group to protect its interests, in each case in its Protected Information; (iii) in contravention of any duty

existing under law or contract or (iv) without the prior written consent of the Board. Notwithstanding anything to the contrary contained in this Section 3, in the event that the Participant is required to disclose any Protected Information by court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with law, the Participant will provide the Company with prompt notice of such required disclosure so that the Company may seek an appropriate protective order and/or waive the Participant's compliance with the provisions of this Section 3. If, in the absence of a protective order or the receipt of a waiver hereunder, the Participant is advised by the Participant's counsel that such disclosure is required to comply with such court order, decree, rule, regulation or law, the Participant may disclose such information without liability hereunder.

27. Ryan Group Property. The Participant agrees that all memoranda, notes, records, papers or other documents and all copies thereof, computer disks, computer software programs and the like (collectively, "documents") relating to the operations or businesses of the Ryan Group (even if prepared by the Participant) and involving Protected Information, in any way obtained by the Participant during any period in which the Participant provides services as an employee of any member of the Ryan Group shall be the property of such member of the Ryan Group, as applicable. Except for use for the benefit of the Ryan Group, the Participant shall not copy or duplicate any of the aforementioned documents or objects, nor remove them from the Ryan Group's facilities. The Participant shall comply with any and all procedures which any member of the Ryan Group may adopt from time to time to preserve the confidentiality of Protected Information and the confidentiality of property of the types described immediately above, whether or not such property contains a legend indicating its confidential nature. Upon the Participant's Termination for any reason whatsoever and at any other time upon any member of Ryan Group's request (including the Participant ceasing to provide services to any member of the Ryan Group), the Participant (or the Participant's personal representative) shall deliver to the Company all property described in this Section 4 which is in the Participant's possession or control. The Participant hereby acknowledges that upon the Participant's Termination, the Company may deem it advisable to, and shall be entitled to, serve notice on the Participant's new employer that the Participant has had access to or been exposed to certain Protected Information and that the Participant has continuing obligations under the terms of this Agreement not to disclose such information. The Participant hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable), all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that both (a) are conceived, reduced to practice, developed or made by the Participant while employed by or on behalf of the Company or its Affiliates and (b) either (i) relate to the Company's or any of its Affiliates' actual or anticipated business, research and development or existing or future products or services, or (ii) are conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company or any of its Affiliates (including any intellectual property rights) ("Work Product"). The Participant shall disclose in an appropriate timeframe such Work Product, if any, to the Board (or such person as designated by the Board) and perform, at the expense of the Company, all actions reasonably requested by the Board (whether during or after the Participant's employment or services) to establish and confirm the Company's ownership of the Work Product (including assignments, consents, powers of attorney, applications and other instruments). The Participant is hereby advised that this Section 4 does not apply to (and Work Product shall not include) an invention for which no equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates was used and which was developed entirely on the Participant's own time, unless (x) the invention relates (i) to the business of the Company and/or its Affiliates, or (ii) to the Company's or any of its Affiliates' actual or demonstrably anticipated research or development, or (y) the invention results from any work performed by the Participant for the Company or any of its Affiliates.

28. **Enforceability.**

(a) Any covenant contained in this Appendix A that is unenforceable under applicable law shall not apply to the Participant.

(b) The Participant acknowledges that the Participant has carefully considered the nature and extent of the restrictions upon him/her and the rights and remedies conferred upon the Company and its Affiliates under this Agreement, and hereby acknowledges and agrees that (i) the terms and conditions of this Agreement (A) are, in light of the circumstances, fair and reasonable as to type, scope and period of time, and are reasonably required for the protection of the Company and its Affiliates and the goodwill associated with the business of the Company and/or its Affiliates, (B) are designed to eliminate activities which otherwise would be unfair to the Company and its Affiliates, (C) do not stifle the inherent skill and experience of the Participant, (D) would not operate as a bar to the Participant's sole means of support, (E) are fully required to protect the legitimate interests of the Company and its Affiliates, (F) do not confer a benefit upon the Company or its Affiliates disproportionate to the detriment to the Participant or the benefits otherwise afforded the Participant by this Agreement and (G) are necessary to protect the legitimate business interests of the Company and its Affiliates and their respective businesses, officers, directors and employees, (ii) the Company and its Affiliates have extensive trade secrets and other Protected Information with which the Participant will become familiar as a necessary component of the Participant's status as an equityholder of the Company or any of its Affiliates and employment or services with the Ryan Group, (iii) the value of the Company's and its Affiliates' trade secrets and other Protected Information arises from the fact that such information is not generally known in the marketplace, (iv) the Company's and its Affiliates' trade secrets and other Protected Information will have continuing vitality throughout and beyond the Restricted Period, (v) the Participant will have such sufficient knowledge of the Company's and its Affiliates' trade secrets and other Protected Information that, if the Participant were to compete with the Company or its Affiliates during the Restricted Period, the Participant would inevitably rely (consciously or unconsciously) on such trade secrets and other Protected Information causing irreparable harm to the Company and its Affiliates, (vi) the covenants in this Agreement are reasonable with respect to their duration, geographical area, and scope and are no broader than is necessary to protect the Company's and its Affiliates' legitimate business interests, and that those covenants do not impose an undue hardship on the Participant or unduly restrain the Participant's ability to earn a livelihood and (vii) the covenants in this Agreement are given in consideration for the compensation contemplated to be provided hereunder.

(c) It is the intent of the Participant and the Company that this Appendix A be enforceable to the maximum extent permitted by applicable law, and that the Company and each of its Affiliates be third party beneficiaries hereof. Therefore, if any provision of this Appendix A as presently written shall be construed to be illegal, invalid or unenforceable by a court or tribunal of competent jurisdiction, said illegal, invalid or unenforceable provision shall be deemed to be amended and shall be construed by the court or tribunal to have the broadest type, scope and duration permissible under applicable law and if no validating construction is possible, shall be severable from the rest of this Agreement, and the validity, legality or enforceability of the remaining provisions of this Appendix A shall not in any way be affected or impaired thereby. Because the services of the Participant are unique and because the Participant has access to Protected Information and Work Product, the parties hereto agree that money damages would not be an adequate remedy for any breach of this Appendix A other than Section 2. Therefore, in the event of a breach or threatened breach of this Agreement other than Section 2 of this Appendix A, each of the Company, its Affiliates and/or their respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by the Participant of Section 1, the Restricted Period shall be tolled with respect to such section until such breach or violation has been duly cured. The covenants contained in this Appendix A are independent of the other obligations under this

Agreement and the Company's breach of any term of this Agreement or any other agreement with the Participant (or any of the Company's or its Affiliates' breach of any other agreement with the Participant) shall not have any effect on the Participant's obligations hereunder.

(d) The provisions of this Appendix A shall survive the termination of the Participant's employment or services with the Ryan Group, irrespective of the reason therefore and shall be enforceable by any member of the Ryan Group (or their successors or assigns).

Appendix B

Performance Vesting Conditions and Methodology for Delta PSUs

[•]

B-1



Exhibit 10.15

**PERFORMANCE-BASED RESTRICTED LLC UNIT AGREEMENT (DELTA PLUS)
PURSUANT TO THE
RYAN SPECIALTY HOLDINGS, INC. 2021 OMNIBUS INCENTIVE PLAN**

* * * * *

Participant: [●]

Grant Date: [●]

Target Number of PLUs Granted (“Target PLUs”): [●]

* * * * *

THIS PERFORMANCE-BASED RESTRICTED LLC UNIT AWARD AGREEMENT (together with any appendix hereto, this “Agreement”), dated as of the Grant Date specified above, is entered into by and between New Ryan Specialty, LLC, a Delaware limited liability company (the “Company”), and the Participant specified above, pursuant to the Ryan Specialty Holdings, Inc. 2021 Omnibus Incentive Plan, as in effect and as amended from time to time (the “Plan”), which is administered by the Compensation Committee of Ryan Specialty Holdings, Inc. (“Holdings”);

WHEREAS, the Plan permits grants of RSG LLC Common Unit Awards; and

WHEREAS, it has been determined under the Plan that it would be in the best interests of the Company to grant the Performance-Based Restricted LLC Units (“PLUs”), provided herein to the Participant.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. Acknowledgment of Restrictive Covenants. The Participant acknowledges and agrees that, as a condition of receiving the PLUs hereunder, the Participant will be bound by all of the restrictive covenants set forth in Appendix A of this Agreement, and that such restrictive covenants are in addition to, and not in lieu of, any other restrictive covenants to which the Participant may be subject.

2. Incorporation by Reference: Plan Document Receipt. This Agreement is subject in all respects to the terms and provisions of the Plan and the Third Amended and Restated Limited Liability Company Agreement of the Company (the “LLC Agreement”) (including, in each case, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Any capitalized term not defined in this Agreement will have the same meaning as is ascribed thereto in the LLC Agreement and/or the Plan, as applicable. The Participant hereby acknowledges receipt of a true copy of the Plan and the LLC Agreement and that the Participant has read the Plan and the LLC Agreement carefully and fully understands their content. In the event of any conflict between the terms of this Agreement and the terms of the Plan or the LLC Agreement, the terms of the Plan or the LLC Agreement, as applicable, will control.

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3. Grant of PLU Award.

(a) The Company hereby grants to the Participant, as of the Grant Date specified above, the number of PLUs specified above. Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason, and no adjustments will be made for dividends in cash or other property, distributions or other rights in respect of the Common Units or shares of Common Stock underlying the PLUs, except as otherwise specifically provided for in the Plan or this Agreement.

(b) If the Company declares and pays a distribution in respect of its Common Units and, on the record date for such distribution, the Participant holds PLUs granted pursuant to this Agreement that have not been settled, the Company shall record the amount of such distribution (a "Subject Distribution") in a bookkeeping account. On the date on which the Common Units underlying the PLUs are delivered to the Participant in accordance with the provisions hereof, the Company will pay the Participant an amount equal to (a) the aggregate value of the Subject Distributions, multiplied by (b) the number of PLUs that become earned on such date under this Agreement; provided that, any distributions will be paid in Common Units at the same time that Common Units underlying the PLUs are delivered to the Participant in accordance with the provisions hereof. For clarity, if any of the PLUs are forfeited by the Participant pursuant to the terms of this Agreement, then the Participant shall also forfeit all Subject Distributions, if any, accrued with respect to such forfeited PLUs. No interest will accrue on the Subject Distributions between the declaration and payment of the applicable distributions and the settlement of the Subject Distributions. Except as otherwise provided herein, the Participant will have no rights as a stockholder or Member with respect to any Common Units or shares of Common Stock covered by any RLU unless and until the Participant has become the holder of record of such units or shares.

4. Vesting.

(a) General. Except as otherwise set forth in this Section 4, a number of PLUs (if any) will vest as of [●] (the "Certification Date") based on the achievement of the Performance Thresholds and the Payout Percentage set forth in Appendix B of this Agreement as of the Certification Date, subject to the Participant's continued service with the Company or any of its Subsidiaries through [●] (the "Time-Vesting Date").

(b) Treatment of Unvested PLUs upon Termination. Except as set forth below, in the event of the Participant's Termination for any reason prior to the Time-Vesting Date, any PLUs that are unvested as of the date of the Participant's Termination will be immediately forfeited as of the date of such Termination. Notwithstanding anything in this Section 4 to the contrary:

(i) in the event the Participant incurs a Termination without Cause prior to the Time-Vesting Date, the PLUs will remain outstanding and eligible to vest on the Certification Date in accordance with Appendix B based on the applicable Performance Thresholds and Payout Percentage, but with the number of PLUs earned pro-rated, with such proration effected by multiplying (A) the number of PLUs earned as of the Certification Date by (B) a fraction, (I) the numerator of which is the number of days the Participant is employed by or providing services to the Company or any of its Subsidiaries during the period from the Grant Date through the Time-Vesting Date (such period, the "Award Term") and (II) the denominator of which is the total number of days in the Award Term, with any earned PLUs settled following the Certification Date in accordance with Section 6; and

(ii) in the event the Participant incurs a Termination due to the Participant's death or Disability, a number of PLUs equal to the actual number of PLUs earned as of the date of such

Termination shall vest in accordance with Appendix B as of the date of such Termination, measured based on actual Payout Percentage and actual achievement of the applicable Performance Thresholds but with (A) the Initial Performance Period deemed to have ended as of the date of such Termination, (B) the [●] Condition deemed achieved as of the date of such Termination and (C) the [●] Condition deemed achieved as of the date of such Termination.

Any portion of the PLUs that does not vest pursuant to this Section 4(b) following the date of the Participant's Termination shall be forfeited. Notwithstanding the foregoing, any Common Units that are delivered in respect of any PLUs that vest pursuant to the Participant's Disability cannot be sold, contracted to sell, pledged or otherwise transferred or disposed of until the earlier of (I) two years following the date of such Termination or (II) the Certification Date. For the avoidance of doubt, any Common Units that are delivered in respect of any PLUs that vest due to the Participant's death will be immediately available upon vesting and will not be subject to any further transfer restrictions.

(c)Change in Control. In the event of a Change in Control of the Company prior to the forfeiture or settlement of the PLUs, unless otherwise determined by the Committee in its sole discretion, subject to the Participant's continuous employment or service with the Company or any of its Subsidiaries through the date of such Change in Control, the PLUs shall be converted, as of the date of such Change in Control, into time-based Restricted LLC Units of the Company or the applicable successor entity (the "Converted RLUs"), with the number of Converted RLUs calculated based on the greater of (i) actual Payout Percentage and actual achievement of the Performance Thresholds, calculated (A) as though the Initial Performance Period had ended as of the date of such Change in Control, (B) with the [●] Condition deemed achieved as of the date of such Change in Control and (C) with the [●] Condition deemed achieved as of the date of such Change in Control, or (ii) the Target PLUs, which Converted RLUs shall vest in full on the earlier of (x) the Time-Vesting Date or (y) the date of the Participant's Termination without Cause or due to the Participant's death or Disability, in each case, subject to the Participant's continuous employment or service with the Company or any of its Subsidiaries (including the surviving entity resulting from such Change in Control) through the applicable vesting date.

(d)Change in Control Definition. Notwithstanding anything in the Plan to the contrary, in no event will a transfer of securities of the Company by (i) Patrick G. Ryan ("Pat Ryan") to any of his Family Members, (ii) any of Pat Ryan's Family Members to any of their respective Family Members or (iii) any of the foregoing Persons to a non-profit entity constitute a Change in Control.

(e)Committee Discretion to Accelerate Vesting. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of the PLUs at any time and for any reason.

5.Clawback. If the Participant incurs a Termination for Cause or a Restrictive Covenant Breach (as defined below) occurs and written notice of such Restrictive Covenant Breach is given to the Participant by the Company, then the Participant shall immediately forfeit to the Company for no consideration, effective as of the date of such Termination for Cause or Restrictive Covenant Breach: (a) all of the PLUs (whether vested or not vested), (b) any Units, Shares or cash previously delivered on settlement of the PLUs and (c) in the event the Participant has sold or otherwise disposed of any such PLUs, Units or Shares, the Participant shall promptly (and in no event later than ten (10) days following the date of such Termination for Cause or such written notice of a Restrictive Covenant Breach) pay to the Company the Fair Market Value of such securities at the time of such sale or disposition. For purposes of this Agreement, a "Restrictive Covenant Breach" means a breach (as determined by the Board in its sole discretion) by Participant in any material respect of the provisions of Appendix A, attached hereto, or any other non-competition, non-solicitation, confidentiality or other similar covenant made by Participant in favor of the Company or any of its Affiliates. Additionally, the Participant's rights with respect to the PLUs

will in all events be subject to (a) any right that the Company may have under the Company's Clawback Policy or any Company recoupment policy or other agreement or arrangement with the Participant, and (b) any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the U.S. Securities and Exchange Commission or any other Applicable Law.

6. Delivery of Units.

(a) Within 30 days following the vesting of the PLUs, the Participant will receive the number of Common Units that correspond to the number of PLUs that have become vested on the applicable vesting date. Without limiting the foregoing, in lieu of delivering only Common Units, the Committee may, in its sole discretion, settle in whole or in part any vested PLUs by payment to the Participant in (i) shares of Common Stock or (ii) cash, in each case, in an amount equal to the Fair Market Value of the number of Common Units that correspond to the number of PLUs that have become vested on the applicable vesting date.

(b) In connection with the issuance of the Common Units, the Participant represents and warrants to the Company that the Participant understands that the Common Units have not been registered under the Securities Act, and the Common Units cannot be transferred by the Participant unless such transfer is registered under the Securities Act or an exemption from such registration is available. The Company has made no agreements, covenants or undertakings whatsoever to register the transfer of the Common Units under the Securities Act. The Company has made no representations, warranties, or covenants whatsoever as to whether any exemption from the Securities Act, including, without limitation, any exemption for limited sales in routine brokers' transactions pursuant to Rule 144 of the Securities Act, will be available. If an exemption under Rule 144 is available at all, it will not be available until at least six months from issuance of the Common Units and then not unless the terms and conditions of Rule 144 have been satisfied. Notwithstanding the foregoing, the Manager may, in its sole discretion, permit the Common Units to be transferred; provided that, such transfer will only be valid upon execution of a written instrument in form and substance acceptable to the Manager in its sole discretion evidencing such transfer and the transferee's acceptance thereof signed by the Participant and the transferee.

(c) Except as otherwise provided herein, the Participant will have no rights as a stockholder with respect to any Common Units or shares of Common Stock covered by any PLU unless and until the Participant has become the holder of record of such units or shares.

7. Non-Transferability. No portion of the PLUs may be sold, assigned, transferred, encumbered, hypothecated or pledged by the Participant, other than to the Company as a result of forfeiture of the PLUs as provided herein, unless and until Common Units have been delivered in respect of vested PLUs in accordance with the provisions hereof and the Participant has become the holder of record of the Common Units issuable hereunder. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the PLUs to be Transferred; provided that, such Transfer will only be valid upon execution of a written instrument in form and substance acceptable to the Committee in its sole discretion evidencing such Transfer and the transferee's acceptance thereof signed by the Participant and the transferee; and, provided, further, that the PLUs may not be subsequently Transferred other than as permitted by the Committee in its sole discretion in accordance with the terms of the Plan and this Agreement, and will remain subject to the terms of the Plan and this Agreement.

8. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law principles thereof. The parties agree to resolve any dispute relating to

this Agreement using the provisions set forth in the Arbitration Agreement between Participant and the Company or any of its Affiliates (including, for the avoidance of doubt, arising from Appendix A); provided, however, that either party may request injunctive relief from a court of competent jurisdiction to address a breach of any provision contained in Appendix A, excluding, for the avoidance of doubt, Section 2 thereof.

9. Withholding of Tax. The Company will have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the PLUs and, if the Participant fails to do so, the Company may otherwise refuse to issue or transfer any Common Units or shares of Common Stock otherwise required to be issued pursuant to this Agreement. **With the consent of the Committee, any minimum statutorily required withholding obligation incurred in connection with the settlement of the PLUs may be satisfied by reducing the amount of cash, Common Units or shares of Common Stock otherwise deliverable upon settlement of the PLUs.**

10. Legend. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Common Stock, if any, issued pursuant to this Agreement. The Participant will, at the request of the Company, promptly present to the Company any and all certificates representing shares of Common Stock, if any, acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 10.

11. Entire Agreement; Amendment. Except as set forth in Section 1, this Agreement, together with the Plan and the LLC Agreement, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee will have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company will give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

12. Notices. Any notice hereunder by the Participant will be given to the Company in writing and such notice will be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company will be given to the Participant in writing and such notice will be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

13. No Right to Employment. Any questions as to whether and when there has been a Termination and the cause of such Termination will be determined in the sole discretion of the Committee. Nothing in this Agreement will interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

14. Transfer of Personal Data. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the PLUs awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

15. Compliance with Laws. The grant of PLUs and the issuance of Common Units or shares of Common Stock hereunder will be subject to, and will comply with, any applicable requirements of any

foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law, rule regulation or exchange requirement applicable thereto. The Company will not be obligated to issue the PLUs or any Common Units or shares of Common Stock pursuant to this Agreement if any such issuance would violate any such requirements. As a condition to the settlement of the PLUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation.

16. Section 409A. Notwithstanding anything herein or in the Plan to the contrary, the PLUs are intended to be exempt from or in compliance with the applicable requirements of Section 409A of the Code and will be limited, construed and interpreted in accordance with such intent.

17. Binding Agreement; Assignment. This Agreement will inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant will not assign (except in accordance with Section 7 hereof) any part of this Agreement without the prior express written consent of the Company.

18. Headings. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be a part of this Agreement.

19. Counterparts; Electronic Acceptance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument. The parties agree that this Agreement may be executed by electronic means, including by electronic acceptance through an Internet portal.

20. Further Assurances. Each party hereto will do and perform (or will cause to be done and performed) all such further acts and will execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

21. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction will not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder will be enforceable to the fullest extent permitted by law.

22. Acquired Rights. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the Award of PLUs made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the PLUs awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and will not be considered as part of such salary in the event of severance, redundancy or resignation.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed (or electronically accepted, as applicable) this Agreement as of the date first written above.

NEW RYAN SPECIALTY, LLC

By: ____

Name: Patrick G. Ryan

Title: Chairman & CEO

THE PARTICIPANT

[•]

[Signature Page to Performance-Based Restricted LLC Unit Agreement]

Appendix A

Restrictive Covenants and Confidentiality

23. **Non-Solicitation and Non-Accept**. During the period of the Participant's employment or services and for two years following the Participant's Termination (the "Restricted Period"), the Participant shall not, directly or indirectly except in the furtherance of the Participant's duties to the Company or any of its Affiliates (collectively, the "Ryan Group"), directly or indirectly, individually or on behalf of any other Person:

(a)(i) solicit, entice, encourage or induce any Person who at any time during the Restricted Period shall have been an employee, consultant, agent or representative of any member of the Ryan Group with whom the Participant had contact during the Restricted Period ("Protected Party") to become an employee, consultant, agent or representative of any other Person or (ii) approach any such Protected Party for such purpose or authorize or knowingly approve the taking of such actions by any other Person or assist any such Person in taking such action; provided that nothing in this Section 1(a) shall prohibit the Participant from receiving and considering any application for employment from any Protected Party who has not been solicited, enticed, encouraged or induced in violation of this Section 1(a);

(b)solicit, entice, encourage, or induce any direct or indirect customer, client, referral source, Carrier (as defined below), administrator, licensor, vendor, insurer or other business relation of any member of the Ryan Group, including, without limitation, any insured, account, retail agent or retail broker (collectively, "Business Relations"), (i) to cease doing business with any member of the Ryan Group, (ii) to enter into any business relationship with any Person other than the members of the Ryan Group, or (iii) to interfere in any way with the relationship between any such Business Relation and the members of the Ryan Group (including, without limitation, making any negative or disparaging statements or communications regarding the members of the Ryan Group or their respective officers, directors, employees, principals, partners, members, managers, attorneys and representatives) or, in each case, assist any other Person in taking any such actions; provided that nothing in this Section 1(b) shall prohibit the Participant from servicing the business or accounts of any Business Relation who has not been solicited, enticed, encouraged or induced in violation of this Section 1(b). The covenant set forth in this Section 1(b) shall apply only to Business Relations which any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged in business within the 12 months prior to the Participant's Termination. Further, this covenant shall apply only to Business Relations where the Participant participated in the relationship with the Business Relation. For the purposes hereof, "Carrier" means any insurance company, surety, benefit plan, insurance pool, risk retention group, reinsurer, Lloyd's syndicate, ancillary benefit carrier, state fund or pool or other risk assuming entity in which any insurance, reinsurance or bond has been placed or obtained.

(c)accept or service the business of any Business Relation, including, without limitation, in any way that would result in any such Business Relation (i) ceasing doing business with any member of the Ryan Group, (ii) entering into any business relationship with any Person other than the members of Ryan Group, or (iii) interfering in any way with the relationship between any such Business Relation and the members of the Ryan Group, or, in each case, assist any other Person in taking any such action. The covenant set forth in this Section 1(c) shall apply only to Business Relations which any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged in business within the 12 months prior to the Participant's Termination. Further, this covenant shall apply only to Business Relations where the Participant participated in the placement or servicing of the Business Relation; or

(d)accept or service any account of any Business Relation where the Participant participated in placing or servicing of such account, including, without limitation, in any way that would result in any

such Business Relation not placing any such account with any member of the Ryan Group, or moving such account to any Person other than a member of the Ryan Group, or, in each case, assist any other Person in taking any such action. The restrictions in this Section 1(d) are in addition to, and should not be read in any way to limit, any other provision in this Section 1. The covenant set forth in this Section 1(d) shall apply only to accounts of Business Relations where any member of the Ryan Group brokered or otherwise professionally serviced or otherwise engaged such Business Relation in business within the 18 months prior to the Participant's Termination. Further, this covenant shall apply only to accounts where the Participant participated in the placement or servicing of the account.

24. **Noncompetition.** During the Restricted Period, the Participant shall not, directly or indirectly, provide any Competing Services to any business which competes anywhere in the Restricted Territory with any of the businesses of the Company or any of its Affiliates. Nothing herein shall prohibit the Participant from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded, so long as the Participant has no active participation in the business of such corporation. The Company waives its right to specific performance and/or injunctive or other equitable relief in order to enforce or prevent any violations of the provisions of this, and only this, Section 2. In the event of a breach of this Section 2, the Company shall be entitled to recover an amount equal to the aggregate fair market value of the equity received in settlement of the PLUs, as well as the Company's costs (including reasonable attorneys' fees and expenses) incurred in recovering such damages. For the avoidance of doubt, nothing herein shall limit the Company's clawback rights. For these purposes, (a) "Competing Services" are (1) owning, managing, or controlling, or (2) consulting or rendering services similar to the services provided by the Participant to the Company or its Affiliates, and (b) the "Restricted Territory" is (1) the county(ies) where the Participant's primary office was located and/or the location from which the Participant primarily worked during the two (2) years prior to the Participant's Termination, (2) the counties where the primary office of each client or insured with whom Participant did business on behalf of the Company or its Affiliates is located, and (3) counties contiguous to the counties described in Sections 2(b)(1) and 2(b)(2).

25. **Confidentiality.** During the Restricted Period and thereafter, the Participant shall not use, disclose or divulge, furnish or make accessible to anyone, directly or indirectly, any Protected Information in any Unauthorized manner or for any Unauthorized purpose (as such terms are hereinafter defined).

(a) As used in this Agreement, the term "Protected Information" shall mean trade secrets, confidential or proprietary information, and all other knowledge, know-how, information, documents or materials, owned, developed or possessed by any member of the Ryan Group whether in tangible or intangible form, pertaining to the business of the Ryan Group, the confidentiality of which such owner, developer or possessor takes reasonable measures to protect, including, but not limited to, the Ryan Group's research, business relationships, products (including prices, costs, sales and content), plans for the development of new products, processes, techniques, finances, contracts, financial information or measures, business methods, business plans, data bases, computer programs, designs, models, operating procedures, knowledge of the organization, marketing strategies and methods, suppliers, customer preferences and contact persons, and the identities and roles of the key employees of, and other information owned, developed or possessed by, any member of the Ryan Group; provided, however, that Protected Information shall not include: (i) information that shall become generally known to the public without violation of this Section 3, and (ii) information that is disclosed to the Participant after the Participant's Termination by another party who is under no obligation of confidentiality and has a bona fide right to disclose the information.

(b) As used in this Agreement, the term "Unauthorized" shall mean: (i) in contravention of the Ryan Group's policies or procedures; (ii) otherwise inconsistent with the measures of a member of the Ryan Group to protect its interests, in each case in its Protected Information; (iii) in contravention of any duty

existing under law or contract or (iv) without the prior written consent of the Board. Notwithstanding anything to the contrary contained in this Section 3, in the event that the Participant is required to disclose any Protected Information by court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with law, the Participant will provide the Company with prompt notice of such required disclosure so that the Company may seek an appropriate protective order and/or waive the Participant's compliance with the provisions of this Section 3. If, in the absence of a protective order or the receipt of a waiver hereunder, the Participant is advised by the Participant's counsel that such disclosure is required to comply with such court order, decree, rule, regulation or law, the Participant may disclose such information without liability hereunder.

26. Ryan Group Property. The Participant agrees that all memoranda, notes, records, papers or other documents and all copies thereof, computer disks, computer software programs and the like (collectively, "documents") relating to the operations or businesses of the Ryan Group (even if prepared by the Participant) and involving Protected Information, in any way obtained by the Participant during any period in which the Participant provides services as an employee of any member of the Ryan Group shall be the property of such member of the Ryan Group, as applicable. Except for use for the benefit of the Ryan Group, the Participant shall not copy or duplicate any of the aforementioned documents or objects, nor remove them from the Ryan Group's facilities. The Participant shall comply with any and all procedures which any member of the Ryan Group may adopt from time to time to preserve the confidentiality of Protected Information and the confidentiality of property of the types described immediately above, whether or not such property contains a legend indicating its confidential nature. Upon the Participant's Termination for any reason whatsoever and at any other time upon any member of Ryan Group's request (including the Participant ceasing to provide services to any member of the Ryan Group), the Participant (or the Participant's personal representative) shall deliver to the Company all property described in this Section 4 which is in the Participant's possession or control. The Participant hereby acknowledges that upon the Participant's Termination, the Company may deem it advisable to, and shall be entitled to, serve notice on the Participant's new employer that the Participant has had access to or been exposed to certain Protected Information and that the Participant has continuing obligations under the terms of this Agreement not to disclose such information. The Participant hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable), all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that both (a) are conceived, reduced to practice, developed or made by the Participant while employed by or on behalf of the Company or its Affiliates and (b) either (i) relate to the Company's or any of its Affiliates' actual or anticipated business, research and development or existing or future products or services, or (ii) are conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company or any of its Affiliates (including any intellectual property rights) ("Work Product"). The Participant shall disclose in an appropriate timeframe such Work Product, if any, to the Board (or such person as designated by the Board) and perform, at the expense of the Company, all actions reasonably requested by the Board (whether during or after the Participant's employment or services) to establish and confirm the Company's ownership of the Work Product (including assignments, consents, powers of attorney, applications and other instruments). The Participant is hereby advised that this Section 4 does not apply to (and Work Product shall not include) an invention for which no equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates was used and which was developed entirely on the Participant's own time, unless (x) the invention relates (i) to the business of the Company and/or its Affiliates, or (ii) to the Company's or any of its Affiliates' actual or demonstrably anticipated research or development, or (y) the invention results from any work performed by the Participant for the Company or any of its Affiliates.

27. Enforceability.

(a) Any covenant contained in this Appendix A that is unenforceable under applicable law shall not apply to the Participant.

(b) The Participant acknowledges that the Participant has carefully considered the nature and extent of the restrictions upon him/her and the rights and remedies conferred upon the Company and its Affiliates under this Agreement, and hereby acknowledges and agrees that (i) the terms and conditions of this Agreement (A) are, in light of the circumstances, fair and reasonable as to type, scope and period of time, and are reasonably required for the protection of the Company and its Affiliates and the goodwill associated with the business of the Company and/or its Affiliates, (B) are designed to eliminate activities which otherwise would be unfair to the Company and its Affiliates, (C) do not stifle the inherent skill and experience of the Participant, (D) would not operate as a bar to the Participant's sole means of support, (E) are fully required to protect the legitimate interests of the Company and its Affiliates, (F) do not confer a benefit upon the Company or its Affiliates disproportionate to the detriment to the Participant or the benefits otherwise afforded the Participant by this Agreement and (G) are necessary to protect the legitimate business interests of the Company and its Affiliates and their respective businesses, officers, directors and employees, (ii) the Company and its Affiliates have extensive trade secrets and other Protected Information with which the Participant will become familiar as a necessary component of the Participant's status as an equityholder of the Company or any of its Affiliates and employment or services with the Ryan Group, (iii) the value of the Company's and its Affiliates' trade secrets and other Protected Information arises from the fact that such information is not generally known in the marketplace, (iv) the Company's and its Affiliates' trade secrets and other Protected Information will have continuing vitality throughout and beyond the Restricted Period, (v) the Participant will have such sufficient knowledge of the Company's and its Affiliates' trade secrets and other Protected Information that, if the Participant were to compete with the Company or its Affiliates during the Restricted Period, the Participant would inevitably rely (consciously or unconsciously) on such trade secrets and other Protected Information causing irreparable harm to the Company and its Affiliates, (vi) the covenants in this Agreement are reasonable with respect to their duration, geographical area, and scope and are no broader than is necessary to protect the Company's and its Affiliates' legitimate business interests, and that those covenants do not impose an undue hardship on the Participant or unduly restrain the Participant's ability to earn a livelihood and (vii) the covenants in this Agreement are given in consideration for the compensation contemplated to be provided hereunder.

(c) It is the intent of the Participant and the Company that this Appendix A be enforceable to the maximum extent permitted by applicable law, and that the Company and each of its Affiliates be third party beneficiaries hereof. Therefore, if any provision of this Appendix A as presently written shall be construed to be illegal, invalid or unenforceable by a court or tribunal of competent jurisdiction, said illegal, invalid or unenforceable provision shall be deemed to be amended and shall be construed by the court or tribunal to have the broadest type, scope and duration permissible under applicable law and if no validating construction is possible, shall be severable from the rest of this Agreement, and the validity, legality or enforceability of the remaining provisions of this Appendix A shall not in any way be affected or impaired thereby. Because the services of the Participant are unique and because the Participant has access to Protected Information and Work Product, the parties hereto agree that money damages would not be an adequate remedy for any breach of this Appendix A other than Section 2. Therefore, in the event of a breach or threatened breach of this Agreement other than Section 2 of this Appendix A, each of the Company, its Affiliates and/or their respective successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by the Participant of Section 1, the Restricted Period shall be tolled with respect to such section until such breach or violation has been duly cured. The covenants contained in this Appendix A are independent of the other obligations under this

Agreement and the Company's breach of any term of this Agreement or any other agreement with the Participant (or any of the Company's or its Affiliates' breach of any other agreement with the Participant) shall not have any effect on the Participant's obligations hereunder.

(d) The provisions of this Appendix A shall survive the termination of the Participant's employment or services with the Ryan Group, irrespective of the reason therefore and shall be enforceable by any member of the Ryan Group (or their successors or assigns).

Appendix B

Performance Vesting Conditions and Methodology for Delta PLUs

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B-1

Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Patrick G. Ryan, certify that:

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

Date: May 1, 2024

/s/ Patrick G. Ryan

Patrick G. Ryan
Chief Executive Officer and Chairman

Certification Pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Jeremiah R. Bickham, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ryan Specialty Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2024

/s/ Jeremiah R. Bickham

Jeremiah R. Bickham

Executive Vice President and Chief Financial Officer

Exhibit 32.1

Certification of the Chief Executive Officer

Pursuant to Rule 18 U.S.C. Section 1350

In connection with the Quarterly Report on Form 10-Q of Ryan Specialty Holdings, Inc. (the "Company") for the period ended March 31, 2024, as filed with the U.S. Securities and Exchange Commission (the "Report"), I, Patrick G. Ryan, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

Date: May 1, 2024

/s/ Patrick G. Ryan

Patrick G. Ryan
Chief Executive Officer and Chairman

Exhibit 32.2

Certification of the Chief Financial Officer

Pursuant to Rule 18 U.S.C. Section 1350

In connection with the Quarterly Report on Form 10-Q of Ryan Specialty Holdings, Inc. (the "Company") for the period ended March 31, 2024, as filed with the U.S. Securities and Exchange Commission (the "Report"), I, Jeremiah R. Bickham, Executive Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

Date: May 1, 2024

/s/ Jeremiah R. Bickham

Jeremiah R. Bickham
Executive Vice President and Chief Financial Officer
