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

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**FORM 8-K**

**CURRENT REPORT**

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

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Date of Report (Date of earliest event reported): August 28, 2012

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**FIDELITY NATIONAL FINANCIAL, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other  
jurisdiction of  
incorporation)

**001-32630**  
(Commission File  
Number)

**16-1725106**  
(IRS Employer  
Identification No.)

**601 Riverside Avenue, Jacksonville, Florida 32204**  
(Address of principal executive offices, including zip code)

**(904) 854-8100**  
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 8.01. Other Events.**

On August 28, 2012, Fidelity National Financial, Inc. (the “Company”) completed its public offering of \$400 million aggregate principal amount of its 5.50% Notes due September 1, 2022 (the “Notes”). The offer and sale of the Notes were registered under the Securities Act of 1933, as amended, pursuant to the Company’s effective registration statement on Form S-3 (File No. 333-174650) filed with the Securities and Exchange Commission (the “SEC”) on June 1, 2011, as amended by Amendment No. 1 to Form S-3 filed with the SEC on June 3, 2011 (the “Registration Statement”), and were offered to the public pursuant to the prospectus supplement, dated August 21, 2012, to the prospectus, dated June 3, 2011 (together, the “Prospectus”), which forms part of the Registration Statement.

The offer and sale of the Notes were made pursuant to the terms of an Underwriting Agreement, dated August 21, 2012 (the “Underwriting Agreement”), between the Company and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters listed in Schedule 1 thereto. The Underwriting Agreement includes the terms and conditions of the offer and sale of the Notes, indemnification and contribution obligations and other terms and conditions customary in agreements of this type.

The Notes were issued under an Indenture (the “Base Indenture”), dated as of December 8, 2005, between the Company (formerly known as Fidelity National Title Group, Inc.) and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.) as Trustee (the “Trustee”), as supplemented by a First Supplemental Indenture, dated as of January 6, 2006, between such parties (the “First Supplemental Indenture” and, together with the “Base Indenture,” the “First Amended Indenture”), and by a Second Supplemental Indenture, dated as of May 5, 2010, between such parties (the “Second Supplemental Indenture,” and, together with the First Amended Indenture, the “Indenture”). The Notes, and certain specific terms of the Notes, were established by an officers’ certificate under the Indenture (the “Officers’ Certificate”).

The Notes are unsecured obligations of the Company and rank equal in right of payment with the Company’s existing and future unsecured and unsubordinated indebtedness. Interest on the Notes accrues at a rate of 5.50% per annum and is payable on March 1 and September 1 of each year, commencing March 1, 2013. The Notes mature on September 1, 2022. The terms of the Notes are further described in the Prospectus.

The net proceeds from the offering of the Notes were approximately \$395.0 million, after deducting underwriting discounts and commissions and offering expenses payable by the Company. The Company will use the net proceeds from the offering to fund the repayment on September 28, 2012 of the \$236.5 million aggregate principal amount outstanding of the Company’s 5.25% unsecured notes which have a stated maturity of March 2013 and the remainder for general corporate purposes.

The foregoing description of the Officers’ Certificate and Notes is not complete and is qualified in its entirety by the full text of the Officers’ Certificate and form of Note, respectively, which are incorporated herein by reference and attached hereto as Exhibits 4.1 and 4.2, respectively. The foregoing description of the Underwriting Agreement, Base Indenture, First Supplemental Indenture and Second Supplemental Indenture is not complete and is qualified in its entirety by the full text of the Underwriting Agreement, Base Indenture, First Supplemental Indenture and Second Supplemental Indenture, respectively, which were filed with the SEC as Exhibit 1.1 to the Company’s Current Report on Form 8-K filed on August 22, 2012, Exhibit 4.1 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2005, Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on January 24, 2006, and Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on May 5, 2010, respectively, and are incorporated herein by reference.

On August 28, 2012, the Company also issued a press release announcing the closing of the issuance of the Notes. The Company is filing a copy of such press release as Exhibit 99.1 hereto, which is incorporated herein by reference.

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

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits. The following exhibits are being filed herewith:
  - (4.1) Officers' Certificate pursuant to the Indenture dated August 28, 2012.
  - (4.2) Form of 5.50% Note due 2022 (included as Exhibit B to Exhibit 4.1 above).
  - (5.1) Opinion of Foley & Lardner LLP dated August 28, 2012.
  - (23.1) Consent of Foley & Lardner LLP (Included in Exhibit 5.1).
  - (99.1) Fidelity National Financial, Inc. Press Release dated August 28, 2012.

SIGNATURES

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

FIDELITY NATIONAL FINANCIAL, INC.

Date: August 28, 2012

By: /s/ Anthony J. Park

Anthony J. Park  
Chief Financial Officer

**Exhibit  
Number**

- (4.1) Officers' Certificate pursuant to the Indenture dated August 28, 2012.
- (4.2) Form of 5.50% Note due 2022 (included as Exhibit B to Exhibit 4.1 above).
- (5.1) Opinion of Foley & Lardner LLP dated August 28, 2012.
- (23.1) Consent of Foley & Lardner LLP (Included in Exhibit 5.1).
- (99.1) Fidelity National Financial, Inc. Press Release dated August 28, 2012.

**CERTIFICATE OF  
EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER  
AND  
EXECUTIVE VICE PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY  
PURSUANT TO SECTIONS 1.2, 2.1, 3.1 AND 3.3  
OF THE INDENTURE**

**AUGUST 28, 2012**

The undersigned, Anthony J. Park and Michael L. Gravelle, do hereby certify that they are the duly appointed and acting Executive Vice President and Chief Financial Officer and Executive Vice President, General Counsel and Corporate Secretary, respectively, of Fidelity National Financial, Inc. (formerly known as Fidelity National Title Group, Inc.), a Delaware corporation (the "Company"). Whereas the Company has determined to issue, offer and sell a newly established series of Securities (as defined in the Indenture referred to below) to the public, at an initial public offering price equal to 99.513% of the principal amount of such Securities, in an underwritten public offering, subject to underwriting discounts and commissions equal to 0.650% of the principal amount of such Securities, each of the undersigned also hereby certifies in the capacities set forth above, pursuant to Sections 1.2, 2.1, 3.1 and 3.3 of the Indenture (the "Base Indenture"), dated as of December 8, 2005, between Fidelity National Title Group, Inc. (as predecessor in interest to the Company) and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.), as Trustee, as amended by the First Supplemental Indenture (the "First Supplemental Indenture"), dated as of January 6, 2006, between such parties, and by the Second Supplemental Indenture (the "Second Supplemental Indenture," and the Base Indenture, as amended by the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), dated as of May 5, 2010, between such parties, that:

A. The Board of Directors of the Company, pursuant to resolutions duly adopted by such Board of Directors (a copy of such resolutions being attached hereto as Exhibit A), has authorized the undersigned to take such action as is necessary to establish such new series of Securities to be issued under the Indenture, and to determine and establish the form and terms thereof, and the undersigned, pursuant to the Indenture, hereby establish such new series with the terms set forth below in this clause A and elsewhere in this Certificate:

1. The title of the Securities of the series is "5.50% Senior Notes due 2022" (the "Notes"), CUSIP number 31620RAF2.
2. The limit upon the aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 3.4, 3.5, 3.6, 8.6 or 10.7 of the Indenture, and except as provided in the last sentence of Section 3.1(c) of the Indenture) is four hundred million Dollars (\$400,000,000). The limit upon the aggregate principal amount of the Notes may be increased by the Company without the consent of the holders of any outstanding Notes.

3. The date on which the principal of the Notes is payable, unless the Notes are theretofore accelerated or redeemed pursuant to the Indenture, shall be September 1, 2022. The Notes shall bear no premium.

4. The rate at which the Notes shall bear interest shall be 5.50% per annum. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and shall be payable semi-annually in arrears in accordance herewith and with the Indenture.

5. Interest on the Notes shall accrue on the principal amount from, and including, the most recent date to which interest has been paid or provided for or, if no interest has been paid, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or September 1, 2022, as the case may be.

6. The Interest Payment Dates of the Notes shall be March 1 and September 1 of each year. The initial Interest Payment Date shall be March 1, 2013. The Regular Record Date corresponding to any Interest Payment Date occurring on March 1 shall be the immediately preceding February 15, and the Regular Record Date corresponding to any Interest Payment Date occurring on September 1 shall be the immediately preceding August 15. Interest payable on the Notes on an Interest Payment Date shall be payable to the persons in whose name the Notes are registered at the close of business on the Regular Record Date for such Interest Payment Date, except that interest payable on September 1, 2022 shall be payable to the persons to whom principal is payable on such date; *provided, however*, that Defaulted Interest shall be payable as provided in the Indenture.

7. The Place of Payment where the principal of and interest on the Notes shall be payable is at the agency of the Trustee maintained for that purpose at the office of The Bank of New York Mellon Trust Company, N.A., 101 Barclay Street, Floor 21W, New York, New York 10286; *provided, however*, that payment of interest, other than on September 1, 2022, may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear in the Register; and *provided further* that the Depository, or its nominee, as holder of Notes in global form, shall be entitled to receive payments of interest and principal by wire transfer of immediately available funds.

8. Article 10 of the Indenture shall apply to the Notes.

- (a) The Notes shall be redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a Redemption Price, payable in cash, equal to the greater of: (x) 100% of the principal amount of the Notes to be redeemed; and (y) the sum of the present values of the remaining (as of the Redemption Date for such redemption) scheduled interest and principal payments on the Notes (or portions thereof) to be redeemed (excluding interest accrued to such Redemption Date), discounted to such Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus fifty (50) basis points, in each case plus unpaid

interest that has accrued to, but excluding, such Redemption Date; *provided, however*, that if such Redemption Date is after a Regular Record Date for the Notes and on or before the related Interest Payment Date, then the payment of interest becoming due on such Interest Payment Date shall be payable, on such Interest Payment Date, to the Holder of record at the close of business on such Regular Record Date, and the Redemption Price shall not include unpaid interest that has accrued to, but excluding, such Redemption Date. The Notes shall not be redeemable by the Company except as provided in the immediately preceding sentence. The Notes shall not be redeemable at the election of any Holder, except to the extent that the principal of, and interest on, the Notes may be accelerated in accordance with Article 5 of the Indenture.

(b) For purposes of the Notes, the following definitions shall be inserted in Section 1.1 of the Indenture:

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Notes and that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date: (x) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; (y) if the Trustee is unable to obtain at least four (4) such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained by the Trustee; or (z) if the Trustee is able to obtain only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Independent Investment Banker” means one of the Reference Treasury Dealers, or its successor, selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

“Reference Treasury Dealers” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC (or their respective successors) and one (1) other primary U.S. government securities dealers in New York City selected by Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC (each, a “Primary Treasury Dealer”). If any of the foregoing ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer in its place.



“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date for the Notes, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue for the Notes, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third (3rd) Business Day preceding such Redemption Date.

“Treasury Yield” means, with respect to any Redemption Date applicable to the Notes, the rate per annum equal to the semiannual equivalent yield to maturity, computed as of the third (3rd) Business Day immediately preceding such Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the applicable Comparable Treasury Price for such Redemption Date.

- (c) For purposes of the Notes, (i) the phrase “equal to the minimum authorized denomination for Securities of that series or any integral multiple thereof” in Section 10.3 of the Indenture shall be replaced with the phrase “equal to any authorized denomination for Securities of that series”; (ii) the phrase “in such manner as the Trustee shall deem fair and appropriate” in Section 10.3 of the Indenture shall be replaced with the phrase “based on the procedures of DTC”; (iii) the phrase “the Redemption Price” in Section 10.4(2) of the Indenture shall be replaced with the phrase “the Redemption Price and the aggregate principal amount to be redeemed pursuant to such redemption”; and (iv) the clause “, and (unless the Redemption Date shall be an Interest Payment Date) interest accrued to the Redemption Date on,” in Section 10.5 of the Indenture shall be deleted.
- (d) For purposes of the Notes, the text of the first (1st) paragraph of Section 10.6 of the Indenture shall be amended to read as follows:
- Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the applicable Redemption Date, become due and payable at the Redemption Price therein specified (subject to the Company’s obligation, if applicable, to pay, on the Interest Payment Date that occurs on, or immediately following, such Redemption Date, unpaid interest on such Securities that has accrued to, but excluding, such Interest Payment Date), and from and after such Redemption Date (unless the Company shall default in the payment of the Redemption Price or, if applicable, such interest) such Securities shall cease to be Outstanding or to bear interest. Upon surrender of any such Security for redemption in

accordance with said notice, such Security shall be paid by the Company at the Redemption Price; *provided, however*, that, unless otherwise specified as contemplated by Section 3.1, installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall, without duplication, be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant record date according to their terms and this Indenture.

9. There shall be no obligation of the Company to redeem or purchase the Notes pursuant to any sinking fund or analogous provisions, or to repay any of the Notes prior to September 1, 2022 at the option of a Holder thereof. Article 11 of the Indenture shall not apply to the Notes.

10. The Notes shall be issued in fully registered form as Registered Securities (and shall in no event be issuable in the form of Bearer Securities) in denominations of two thousand Dollars (\$2,000) or any amount in excess thereof which is an integral multiple of one thousand Dollars (\$1,000). The Notes shall be denominated, and all payments thereon shall be made, in Dollars.

11. The principal amount of the Notes shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 5.2 of the Indenture, and the Notes shall not constitute an Original Issue Discount Security.

12. Article 4 of the Indenture shall apply to the Notes. For purposes of the Notes, each occurrence of the phrase “Sections 7.1, 9.4 (other than the Company’s obligation to maintain its corporate existence), 9.8 and 9.10” in Section 4.5 of the Indenture shall be replaced with the phrase “Sections 7.1, 9.4 (other than the Company’s obligation to maintain its corporate existence), 9.6, 9.8, 9.9 and 9.10”.

13. No Additional Amounts shall be payable on or in respect of the Notes.

14. The Notes shall initially be issued in global form. The Depository Trust Company shall be the initial Depository for the Notes. The Notes shall be transferred only in accordance with the provisions of Section 3.5 of the Indenture. Beneficial interests in Notes issued in global form shall be exchangeable for certificated Securities representing such Notes only in the circumstances set forth in the seventh (7th) paragraph of Section 3.5 of the Indenture.

15. For purposes of the Notes, amounts deposited pursuant to Section 4.1 of the Indenture may, notwithstanding anything to the contrary in the Indenture, consist of cash, Government Obligations or a combination of cash and Government Obligations, in each case on the same basis on which the Company is permitted, pursuant to Section 4.6(a) of the Indenture, to deposit cash, Government Obligations or a combination of cash and Government Obligations to effect a defeasance or covenant defeasance.

16. For purposes of the Notes, the following sentence shall be inserted at the end of the first paragraph of Section 1.6 of the Indenture: “For avoidance of doubt, notice to any Holder(s) of any Security that is issued in global form and registered in the name of a Depository or a nominee thereof shall be sufficient in all respects if given in compliance with the rules, policies, procedures, practices or instructions of such Depository.”

17. For avoidance of doubt, (i) the phrase “accrued interest” in Section 5.2 of the Indenture refers to accrued and unpaid interest; and (ii) the phrase “interest upon installments of interest” in Section 5.2(1) of the Indenture refers to interest upon overdue installments of interest.

18. For purposes of the Notes, the following sentences shall be inserted at the end of Section 9.6 of the Indenture: “For avoidance of doubt, in no event shall the Company be required to deliver to, or file with, the Trustee any material for which the Company is seeking, or has received, confidential treatment from the Commission. For purposes of this Section 9.6, each document or other report of the Company that is filed with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, shall be deemed to be delivered to, and filed with, the Trustee (and, if applicable, the Holders) if such document or report is so filed through the Commission’s EDGAR or IDEA database (or any successor thereto).”

19. For purposes of the Notes, the phrase “a Default in payment on the Securities of any series” in Section 6.6 of the Indenture shall be replaced with the phrase “a Default with respect to Securities of any series (other than a Default in payment on Securities of such series)”.

20. For purposes of the Notes, the phrase “a corporation” in Section 7.1(1) of the Indenture shall be replaced with the phrase “an entity” and the following sentence shall be inserted at the end of Section 7.1 of the Indenture: “For the avoidance of doubt, this Article 7 shall not apply to a mere assignment for security purposes or pledge of assets.”

B. The form of the global Security representing the Notes is attached hereto as Exhibit B.

C. The Notes shall be initially issued on the date hereof.

D. The Trustee is appointed as the initial Registrar and Paying Agent.

E. The foregoing form and terms of the Notes have been established in conformity with the provisions of the Indenture.

F. The undersigned have read the provisions of Sections 3.1 and 3.3 of the Indenture and the definitions relating thereto and the resolutions adopted by the Board of Directors of the Company delivered herewith and have examined the form of global Security representing the Notes. Each of the undersigned certifies that, in his opinion, (i) he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not

all conditions precedent provided in the Indenture relating to the establishment, authentication and delivery of the series of Securities under the Indenture designated as the Notes in this Certificate have been complied with; and (ii) all such conditions precedent have been complied with.

G. The undersigned, by execution of this Certificate, hereby certify that attached hereto as Exhibits A and B, respectively, are (i) copies of resolutions duly adopted by the Board of Directors of the Company on August 20, 2012 pursuant to which the issuance of the Notes has been approved and the authority to set and establish the terms of the Notes in this Certificate and pursuant to Sections 2.1 and 3.1 of the Indenture has been granted to the undersigned; and (ii) the form of global Security representing the Notes as approved by the undersigned.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand as of the date first set forth above.

/s/ Anthony J. Park

Anthony J. Park  
Executive Vice President and  
Chief Financial Officer

/s/ Michael L. Gravelle

Michael L. Gravelle  
Executive Vice President, General Counsel and  
Corporate Secretary

[Signature Page to the Officers' Certificate]

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**EXHIBIT A**

**[RESOLUTIONS]**

**EXHIBIT B**

**FORM OF 5.50% SENIOR NOTE DUE 2022**

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

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

No. A-1

CUSIP No.: 31620RAF2

**5.50% SENIOR NOTE DUE 2022**

FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation, promises to pay to Cede & Co., or its registered assigns, the principal sum of four hundred million Dollars (\$400,000,000) on September 1, 2022.

Interest Payment Dates: March 1 and September 1, with the first Interest Payment Date to be March 1, 2013

Regular Record Dates: February 15 and August 15

Authenticated: August 28, 2012

Dated: August 28, 2012

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

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



**Certificate of Authentication**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, certifies that this is one of the Securities of the series described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated:

**FIDELITY NATIONAL FINANCIAL, INC.**

5.50% SENIOR NOTE DUE 2022

1. INTEREST. Fidelity National Financial, Inc., a Delaware corporation (the “Company”), promises to pay interest on the principal amount of this Security at the rate of 5.50% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each, an “Interest Payment Date”), commencing on March 1, 2013, until the principal is paid or made available for payment. Interest on this Security will accrue from, and including, the most recent date to which interest has been paid or provided for or, if no interest has been paid, from, and including, the date hereof, in each case to, but excluding, the next Interest Payment Date or September 1, 2022, as the case may be. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. METHOD OF PAYMENT. The Company shall pay interest on this Security (except Defaulted Interest, if any, which shall be paid on such special payment date as may be fixed in accordance with the Indenture referred to below) to the persons who are registered Holders at the close of business on the February 15 or August 15 immediately preceding the applicable Interest Payment Date, except that interest payable on September 1, 2022 shall be payable to the persons to whom principal is payable on such date. A holder must surrender this Security to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Mellon Trust Company, N.A., shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. INDENTURE. The Company issued this Security under the Indenture (the “Base Indenture”), dated as of December 8, 2005, between Fidelity National Title Group, Inc. (as predecessor in interest to the Company) and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.), as Trustee, as amended by the First Supplemental Indenture (the “First Supplemental Indenture”), dated as of January 6, 2006, between such parties, and by the Second Supplemental Indenture (the “Second Supplemental Indenture,” and the Base Indenture, as amended by the First Supplemental Indenture and the Second Supplemental Indenture, the “Indenture”), dated as of May 5, 2010, between such parties. The terms of this Security were established pursuant to an Officers’ Certificate, dated August 28, 2012 (the “Establishing Officers’ Certificate”), which modifies certain provisions of the Indenture for purposes of this Security. The terms of this Security include those stated in the Indenture (as modified by the Establishing Officers’ Certificate), those made part of the Indenture by reference to the Trust Indenture Act of 1939 (“TIA”) and those set forth in the Establishing Officers’ Certificate. This Security is subject to all such terms, and Holders are referred to the Indenture, the TIA and the Establishing Officers’ Certificate. The Company will provide a copy of the Indenture and the Establishing Officers’ Certificate, without charge, upon written request to the Company sent to 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary. Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Indenture.

5. PERSONS DEEMED OWNERS. The registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. This Security is redeemable, at the option of the Company, at any time in whole, or from time to time in part, at a Redemption Price, payable in cash, equal to the greater of: (x) 100% of the principal amount to be redeemed; and (y) the sum of the present values of the remaining (as of the Redemption Date for such redemption) scheduled interest and principal payments on this Security (or the portion hereof) to be redeemed (excluding interest accrued to such Redemption Date), discounted to such Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus fifty (50) basis points, in each case plus unpaid interest that has accrued to, but excluding, such Redemption Date; *provided, however*, that if such Redemption Date is after a Regular Record Date for this Security and on or before the related Interest Payment Date, then the payment of interest becoming due on such Interest Payment Date shall be payable, on such Interest Payment Date, to the Holder of record hereof at the close of business on such Regular Record Date, and the Redemption Price shall not include unpaid interest that has accrued to, but excluding, such Redemption Date. This Security shall not be redeemable by the Company except as provided in the immediately preceding sentence. This Security shall not be redeemable at the election of any Holder, except to the extent that the principal of, and interest on, this Security may be accelerated in accordance with Article 5 of the Indenture.

For purposes of determining the Redemption Price, the following definitions are applicable:

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of this Security and that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

“Comparable Treasury Price” of a Comparable Treasury Issue means, with respect to any Redemption Date: (x) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; (y) if the Trustee is unable to obtain at least four (4) such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained by the Trustee; or (z) if the Trustee is able to obtain only one Reference Treasury Dealer Quotation, such Reference Treasury Dealer Quotation.

“Independent Investment Banker” means one of the Reference Treasury Dealers, or its successor, selected by the Company or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

“Reference Treasury Dealers” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC (or their respective successors) and one (1) other primary U.S. government securities dealers in New York City selected by Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC (each, a “Primary Treasury Dealer”). If any of the foregoing ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer in its place.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date for this Security, the average, as determined by the Company (or the Independent Investment Banker), of the bid and asked prices for the Comparable Treasury Issue for this Security, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third (3rd) Business Day preceding such Redemption Date.

“Treasury Yield” means, with respect to any Redemption Date applicable to this Security, the rate per annum equal to the semiannual equivalent yield to maturity, computed as of the third (3rd) Business Day immediately preceding such Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the applicable Comparable Treasury Price for such Redemption Date.

7. LEGAL HOLIDAYS. In any case where any Interest Payment Date, Redemption Date, Stated Maturity or Maturity of this Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Indenture or of this Security), payment of principal or interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on such date; *provided* that no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

8. UNCLAIMED MONEY. Subject to the terms of the Indenture, if money for the payment of principal or interest remains unclaimed for two (2) years, the Trustee or Paying Agent shall pay the money back to the Company at its request, and thereafter Holders entitled to the money shall, as unsecured general creditors, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

9. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of at least a majority in aggregate principal amount of the Holders affected by the amendment. Without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure certain ambiguities or correct certain mistakes or to create another series of Securities and establish its terms.

10. **DEFAULTS AND REMEDIES.** The Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5) and (6) of the Indenture apply to this Security.

If an Event of Default with respect to the Outstanding securities of the same series as this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of all Outstanding securities of the same series as this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued and unpaid interest, if any, on the aggregate principal amount of all Outstanding securities of the same series as this Security to be due and payable, and upon any such declaration, such principal and interest, if any, shall be immediately due and payable.

At any time after such a declaration of acceleration with respect to this Security has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, the Holders of a majority in aggregate principal amount of all Outstanding securities of the same series as this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided, and subject to satisfaction of the conditions set forth, in the Indenture.

The Holders of a majority in aggregate principal amount of all Outstanding securities of the same series as this Security, by written notice to the Trustee, may waive, on behalf of all Holders of such securities, any past Default or Event of Default with respect to such securities and its consequences except (a) a Default or Event of Default in the payment of the principal of, or interest on, any such security or (b) in respect of a covenant or provision of the Indenture which, pursuant to the Indenture, cannot be amended or modified without the consent of each Holder of each affected Outstanding security of the same series as this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

11. **AMOUNT UNLIMITED.** The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

12. **TRUSTEE DEALINGS WITH COMPANY.** Subject to the TIA, The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not Trustee.

13. **NO RECOURSE AGAINST OTHERS.** No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Security, waives and releases all such liability. Such waiver and release are part of the consideration for the issue of this Security.

14. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to discharge and defeasance.

15. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

16. GOVERNING LAW. This Security shall be governed by and construed in accordance with the internal laws of the State of New York.

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

*[Remainder of Page Intentionally Left Blank]*

ASSIGNMENT FORM

If you, as Holder of this Security, want to assign this Security, fill in the form below: I or we assign and transfer this Security to:

\_\_\_\_\_  
(Insert assignee's social security or tax ID number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print or type assignee's name, address, and zip code)

and irrevocably appoint:

\_\_\_\_\_  
as agent to transfer this Security on the books of the Company. The agent may substitute another to act for him/her.

Date: \_\_\_\_\_

Your signature: \_\_\_\_\_

(Your signature must correspond with the name as it appears upon the face of this Security in every particular without alteration or enlargement or any change whatsoever and be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee)

Signature  
Guarantee: \_\_\_\_\_

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY

The following exchanges of a part of this global Security for an interest in another global Security or for Securities in certificated form, have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Security	Amount of Increase in Principal amount of this Global Security	Principal amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Note Custodian
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414.271.2400 TEL  
414.297.4900 FAX  
www.foley.com

August 28, 2012

CLIENT/MATTER NUMBER  
035897-0193

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204

Ladies and Gentlemen:

We have acted as counsel for Fidelity National Financial, Inc., a Delaware corporation (the "Company"), in connection with the issuance and sale by the Company of \$400,000,000 aggregate principal amount of the Company's 5.50% Senior Notes due 2022 (the "Securities"). The Securities will be issued under the indenture, dated as of December 8, 2005 (the "Base Indenture"), between the Company and The Bank of New York Trust Company, N.A., now known as The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of January 6, 2006 (the "First Supplemental Indenture"), to the Base Indenture and a second supplemental indenture, dated as of May 5, 2010 (together with the Base Indenture and the First Supplemental Indenture, the "Indenture"), to the Base Indenture, and the officers' certificate, dated August 28, 2012 (the "Officers' Certificate") establishing the terms and providing for the issuance of the Securities. The offer and sale of the Securities is being made pursuant to and in the manner set forth in the Company's Registration Statement on Form S-3 (Registration No. 333-174650) (the "Registration Statement"), including the prospectus constituting a part thereof, dated June 3, 2011, and the final supplement to the prospectus, dated August 21, 2012 (collectively, the "Prospectus"), filed by the Company with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

As counsel to the Company in connection with the proposed issuance and sale of the Securities, we have examined or are otherwise familiar with (i) the Amended and Restated Certificate of Incorporation of the Company, as amended to date; (ii) the Amended and Restated Bylaws of the Company, as amended to date; (iii) the Registration Statement, including the Prospectus and exhibits (including those incorporated by reference) constituting a part of the Registration Statement; (iv) the Indenture and the Officers' Certificate; and (v) such other documents, records and instruments as we have deemed necessary or appropriate to enable us to render this opinion.

In our examination of the above-referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies.

BOSTON  
BRUSSELS  
CHICAGO  
DETROIT

JACKSONVILLE  
LOS ANGELES  
MADISON  
MIAMI

MILWAUKEE  
NEW YORK  
ORLANDO  
SACRAMENTO

SAN DIEGO  
SAN DIEGO/DEL MAR  
SAN FRANCISCO  
SHANGHAI

SILICON VALLEY  
TALLAHASSEE  
TAMPA  
TOKYO  
WASHINGTON, D.C.



FOLEY & LARDNER LLP

Fidelity National Financial, Inc.

August 28, 2012

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Based upon and subject to the foregoing, assuming that (i) the Indenture has been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the Trustee and (ii) the Securities have been duly authenticated by the Trustee, and having regard for such legal considerations as we deem relevant, we are of the opinion that the Securities, when delivered by the Company in the manner and for the consideration contemplated by the Registration Statement and the Prospectus, will be legally issued and valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether enforcement is considered in a proceeding in equity or at law).

We hereby consent to the deemed incorporation by reference of this opinion into the Registration Statement and the Prospectus and to the reference to our firm therein. In giving such consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Foley & Lardner LLP



## PRESS RELEASE

### **Fidelity National Financial, Inc. Closes Issuance of \$400 Million of 5.50% Notes Due September 1, 2022**

Jacksonville, Fla. — (August 28, 2012) — Fidelity National Financial, Inc. (NYSE:FNF), a leading provider of title insurance, mortgage services, and restaurant and diversified services, today announced that it has closed its issuance of \$400 million of its 5.50% Notes due September 1, 2022, through joint book-running managers Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC. The notes were priced at 99.513% of their principal amount to yield 5.564% per annum. The notes will pay interest semi-annually on the 1st of March and September, beginning March 1, 2013, and mature on September 1, 2022. Jefferies & Company, Inc., Stephens Inc., Dowling & Partners Securities, LLC and Keefe, Bruyette & Woods, Inc. acted as co-managers.

On September 28, 2012, FNF will use the net proceeds of the issuance of the notes to fund the repayment of the \$236.5 million aggregate principal amount outstanding of FNF's 5.25% unsecured notes, which have a stated maturity of March 2013. FNF will use the remainder of the net proceeds of the issuance of the notes for general corporate purposes.

The notes were offered pursuant to a prospectus supplement and accompanying prospectus, which can be obtained by calling Merrill Lynch, Pierce, Fenner & Smith Incorporated, toll-free at 800-294-1322, Barclays Capital Inc., toll-free at 888-603-5847, J.P. Morgan Securities LLC, collect at 212-834-4533 or Wells Fargo Securities, LLC, toll-free at 800-326-5897. This press release shall not constitute an offer to sell or the solicitation of an offer to buy securities, nor shall there be any sale of the notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

#### **About FNF**

Fidelity National Financial, Inc. (NYSE:FNF), is a leading provider of title insurance, mortgage services and restaurant and other diversified services. FNF is the nation's largest title insurance company through its title insurance underwriters—Fidelity National Title, Chicago Title, Commonwealth Land Title and Alamo Title—that collectively issue more title insurance policies than any other title company in the United States. FNF also owns a 55% stake in American Blue Ribbon Holdings, LLC, an owner and operator of the O'Charley's, Ninety Nine Restaurant, Max & Erma's, Village Inn, Bakers Square and Stoney River Legendary Steaks concepts. In addition, FNF also owns a majority stake in Remy International, Inc., a leading designer, manufacturer, remanufacturer, marketer and distributor of aftermarket and original equipment electrical components for automobiles, light trucks, heavy-duty trucks and other vehicles. FNF also owns a minority interest in Ceridian Corporation, a leading provider of global human capital management and payment solutions. More information about FNF can be found at [www.fnf.com](http://www.fnf.com).

#### **Forward Looking Statements**

This press release contains forward-looking statements that involve a number of risks and uncertainties. Statements that are not historical facts, including statements regarding our expectations, hopes, intentions or strategies regarding the future are forward-looking statements. Forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. Because such statements are based on

expectations as to future financial and operating results and are not statements of fact, actual results may differ materially from those projected. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The risks and uncertainties which forward-looking statements are subject to include, but are not limited to: changes in general economic, business and political conditions, including changes in the financial markets; weakness or adverse changes in the level of real estate activity, which may be caused by, among other things, high or increasing interest rates, a limited supply of mortgage funding or a weak U.S. economy; our potential inability to find suitable acquisition candidates, acquisitions in lines of business that will not necessarily be limited to our traditional areas of focus, or difficulties in integrating acquisitions; our dependence on distributions from our title insurance underwriters as a main source of cash flow; significant competition that our operating subsidiaries face; compliance with extensive government regulation of our operating subsidiaries; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of the Company's Form 10-K and other filings with the Securities and Exchange Commission.

SOURCE: Fidelity National Financial, Inc.

CONTACT: Daniel Kennedy Murphy, Senior Vice President and Treasurer, 904-854-8120,  
dkmurphy@fnf.com