
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): January 18, 2006

FIDELITY NATIONAL TITLE GROUP, INC.

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

001-32630

(Commission File
Number)

16-1725106

(IRS Employer
Identification No.)

601 Riverside Avenue
Jacksonville, Florida

(Address of principal executive offices)

32204

(Zip code)

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

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- 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 1.01 Entry into a Material Definitive Agreement

On January 18, 2006, Fidelity National Title Group, Inc. (the “Company” or “FNT”) completed its offers to exchange outstanding notes of its parent company, Fidelity National Financial, Inc. (“FNF”) for newly issued FNT notes. In connection with the completion of the exchange offers, on January 18, 2006 the Company entered into a Supplemental Indenture, dated as of January 6, 2006, with the Bank of New York Trust Company, N.A. (the “Supplemental Indenture”), to effect amendments to the Indenture, dated as of December 8, 2005, between the Company and the Bank of New York Trust Company, N.A., as Trustee (the “Indenture”), to change the covenants and events of default contained in the Indenture to more closely conform to those originally applicable to the FNF notes obtained in the exchange offers.

The Supplemental Indenture amends provisions of the Indenture relating to limitations on liens incurred by FNT and occurrences that would constitute “events of default” under the Indenture. The Supplemental Indenture also amends the Indenture by adding certain covenants relating to the Company’s maintenance of insurance and books and records of account, and its compliance with law. The foregoing description of the Supplemental Indenture is not complete and is qualified in its entirety by reference to the full text of the Supplemental Indenture, which is filed as an exhibit to this report and incorporated by reference herein.

The Company and FNF have also effected certain changes to the Company’s mirror note obligations to FNF to correspond to the changes to FNF’s outstanding debt obligations resulting from the exchange offers. The Company has delivered to FNF, in partial redemption of the Company’s \$250,000,000 7.30% Mirror Note due August 15, 2011, the \$241,347,000 aggregate principal amount of FNF’s 7.30% Notes due August 15, 2011 the Company obtained in the exchange offers. To reflect this partial redemption, the 7.30% Mirror Note due August 15, 2011 has been replaced with an identical mirror note in a denomination equal in aggregate principal amount to its unredeemed portion. The replacement mirror note has the same form, terms and stated maturity as the mirror note it replaces, but carries a face value of \$8,653,000 in aggregate principal amount. The replacement mirror note is attached as an exhibit hereto. FNT may seek to acquire some or all of the 7.30% FNF Notes remaining outstanding, through purchases in the open market, privately negotiated purchases or otherwise. In the event that any such notes are acquired by FNT, it is anticipated that FNT would deliver them to FNF in further redemption of the remaining 7.30% Mirror Note due August 15, 2011.

ITEM 1.02 Termination of a Material Definitive Agreement

In connection with the completion of the exchange offers, the Company has delivered to FNF, in full redemption of the Company’s \$250,000,000 5.25% Mirror Note due March 15, 2013, the \$250,000,000 aggregate principal amount of FNF’s 5.25% Notes due March 15, 2013 the Company obtained in the exchange offers. As a result, the Company’s 5.25% Mirror Note due March 15, 2013 has been cancelled.

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ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Supplemental Indenture, dated as of January 6, 2006, between Fidelity National Title Group, Inc. and The Bank of New York Trust Company, N.A.
10.1	7.30% Mirror Note due August 15, 2011

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 TITLE GROUP, INC.

By: /s/ Anthony J. Park
Anthony J. Park
Chief Financial Officer

Dated: January 24, 2006

First Supplemental Indenture

FIRST SUPPLEMENTAL INDENTURE (the “Supplemental Indenture”), dated as of January 6, 2006, between Fidelity National Title Group, Inc., a Delaware corporation (the “Company”) and The Bank of New York Trust Company, N.A. a national banking association and a wholly owned subsidiary of The Bank of New York Company, Inc. (the “Trustee”).

WHEREAS, pursuant to the Indenture, dated as of December 8, 2005, between the Company and the Trustee (the “Original Indenture;” the Original Indenture, as amended hereby, the “Indenture”), the Company plans to issue securities, which it wishes to make subject to the terms hereof;

NOW, THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed as follows:

Section 1. Section 9.8 of the Original Indenture is hereby amended to delete the provisions appearing therein in their entirety and to replace such provisions with the following:

“Section 9.8. Limitation on Liens. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, incur, assume or guarantee any Debt secured by a Lien on any part of its property, whether now owned or hereafter acquired, without effectively securing the Notes equally and ratably with that Debt, other than the following (“Excluded Debt”):

- (a) Liens securing all or any portion of any Debt incurred (x) pursuant to the Credit Agreement, dated as of October 17, 2005, by and among the Company, as Borrower, Bank of America, N.A., as Administrative Agent, and various financial institutions and other persons from time to time parties thereto, as Lenders, as amended, supplemented or modified from time to time (the “Credit Agreement”) or (y) pursuant to any Debt instrument or agreement (“Refinancing Debt”) that in whole or in part refinances, refunds, repays, renews, replaces or extends the Credit Agreement or any Refinancing Debt; provided that the aggregate principal amount of Debt that shall constitute Excluded Debt under this Section 9.8(a) shall not exceed \$400 million;
 - (b) Liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty, or to the extent that non-payment thereof is being contested in good faith and by proper proceedings, if the Company or the applicable Restricted Subsidiary has maintained adequate reserves (in the good faith judgment of the management of the Company) with respect thereto in accordance with GAAP;
 - (c) carriers’, warehousemen’s, mechanics’, landlords’, materialmen’s, repairmen’s or other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith by appropriate proceedings diligently prosecuted;
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- (d) Liens existing on August 20, 2001;
- (e) Liens consisting of pledges or deposits of cash or securities made by any Restricted Subsidiary in the insurance business as a condition to obtaining or maintaining any licenses issued to it by, or to satisfy the requirements of, any administrative or governmental body of the state of domicile of such Restricted Subsidiary responsible for the regulation thereof;
- (f) Liens consisting of judgment or judicial attachment Liens (other than arising as a result of claims under or related to insurance contracts or policies, retrocession agreements or reinsurance agreements); provided that the enforcement of such Liens is effectively stayed or fully covered by insurance and all such Liens in the aggregate at any time outstanding for the Company and its Restricted Subsidiaries do not exceed \$20,000,000;
- (g) Liens on assets subject to, and securing obligations in respect of, leases that, in conformity with GAAP, are, or are required to be, accounted for as capital leases on the applicable balance sheet, which are entered into in the ordinary course of business and are non-recourse to the Company or its Restricted Subsidiaries, and other such leases in an aggregate amount not to exceed \$15,000,000 at any one time outstanding;
- (h) Liens securing obligations permitted under Sections 7.04(f) and (g) of the Credit Agreement, to the extent such Liens are identified and permitted under such sections;
- (i) Liens arising as a result of claims under or related to insurance contracts or policies, reinsurance agreements or retrocession agreements in the ordinary course of business, or securing Debt of Restricted Subsidiaries in the insurance business incurred or assumed in connection with the settlement of claim losses in the ordinary course of business of such Restricted Subsidiaries;
- (j) Liens on assets of a Person that becomes a Restricted Subsidiary after August 20, 2001 securing Debt of such Person, which Liens and Debt previously existed and were not created in contemplation of such acquisition, and which Liens are not spread to cover any other property;
- (k) Liens on assets of the Company or its Restricted Subsidiaries securing Debt owed to the Company or a Restricted Subsidiary;
- (l) so long as no Default or Event of Default has occurred and is continuing, other Liens securing obligations in an aggregate amount not exceeding \$20,000,000; and
- (m) any extension, renewal or replacement of the foregoing; provided that the Liens permitted hereby shall not be spread to cover any additional Debt or property (other than a substitution of like property).

For purposes of this Section 9.8, the term “Restricted Subsidiary” shall include all Subsidiaries of the Company except FNF Capital, Inc., Fidelity Asset Management, Inc., Micro General Corporation, and any of their respective Subsidiaries.”

Section 2. Section 5.1(4) of the Original Indenture is hereby amended to delete the provision appearing therein in its entirety and to replace such provision with the following:

“(4) default in the payment when due of amounts payable under any bond, note, debenture or other evidence of Debt of the Company (including such default with respect to any other series of Securities), or under any mortgage, indenture or other instrument under which there may be issued or by which there may be secured or evidenced any Debt of the Company, whether such Debt exists on the date of this Indenture or shall hereafter be incurred or created, in an aggregate amount exceeding \$20,000,000, or default under any such evidence of Debt (including default with respect to any other series of Securities), or under any such other instrument, which results in such Debt in an aggregate principal amount exceeding \$20,000,000 becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, and such outstanding amount shall not be paid in full, such acceleration shall not be rescinded or annulled or such Debt shall not be paid in full, or there shall not be deposited into trust a sum of money sufficient to pay in full such outstanding amount or such Debt, within a period of 10 days after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Notes a written notice specifying such default and requiring the Company to cause such outstanding amount to be paid in full, such acceleration to be rescinded or annulled, or such Debt to be paid in full, or to deposit into trust a sum of money sufficient to pay in full such outstanding amount or Debt and stating that such notice is a “Notice of Default” hereunder;”.

Section 3. Section 9.5 of the Original Indenture is hereby amended to delete the entirety of the text appearing therein and to replace such text with the following:

“Section 9.5. Insurance. The Company covenants and agrees that it will maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as are consistent with sound business practice for corporations engaged in the same or similar business similarly situated. In lieu of the foregoing or in combination therewith, in case of itself or of any one or more of its Subsidiaries, the Company will maintain or cause to be maintained a system or systems of self-insurance which will accord with the financially sound and approved practices of companies owning or operating properties of a similar character and maintaining such systems.”

Section 4. Section 9.7 of the Original Indenture is hereby amended to designate the existing text thereof as subsection (a) and to add a new subsection (b), as follows:

“(b) The Company covenants and agrees to deliver to the Trustee, promptly after the Company becomes aware of the occurrence of a Default or an Event of Default of the character specified in Section 5.1(4) hereof, written notice of the occurrence of such Default or Event of Default.”

Section 5. Section 9.9 of the Original Indenture is hereby amended to delete the entirety of the text appearing therein and to replace such text with the following:

“Section 9.9. Books of Record and Account; Compliance with Law.

(a) The Company will keep, and will cause each Subsidiary to keep, proper books of record and account, either on a consolidated or individual basis. The Company shall cause its books of record and account to be examined by one or more firms of independent public accountants not less frequently than annually. The Company shall prepare its financial statements in accordance with GAAP.

(b) The Company shall, and shall cause each of its Subsidiaries to, comply with all statutes, laws, ordinances, or government rules and regulations to which it is subject, non-compliance with which would materially adversely affect the business, prospects, earnings, properties, assets or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole.”

Section 6. The Indenture, supplemented as hereinabove set forth, is in all respects ratified and confirmed, and the terms and conditions thereof, supplemented as hereinabove set forth, shall be and remain in full force and effect.

Section 7. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company, and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 8. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 9. This Supplemental Indenture may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 10. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Indenture.

[Remainder of page intentionally left blank]

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

FIDELITY NATIONAL TITLE GROUP, INC.

By: /s/ Anthony J. Park

Name: Anthony J. Park

Title: Executive Vice President and
Chief Financial Officer

Attest: /s/ Todd C. Johnson

Name: Todd C. Johnson

Title: Senior Vice President and
Corporate Secretary

THE BANK OF NEW YORK TRUST
COMPANY, N.A.

By: /s/ Sean Julien

Name: Sean Julien

Title: Assistant Treasurer

FIDELITY NATIONAL TITLE GROUP, INC.

MIRROR NOTE

Dated: January 18, 2006
New York, New York

Section 1. General. FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation (the "Company"), for value received, hereby promises to pay to FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation (the "Holder") on August 15, 2011, the principal amount of Eight Million, Six Hundred Fifty-Three Thousand U.S. dollars (\$8,653,000) together with simple interest (calculated on the basis of a 360-day year of twelve 30-day months) on such principal amount from and after August 15, 2005 at the rate of 7.30% per annum, such interest payable semi-annually in arrears on February 15 and August 15 of each year, starting February 15, 2006. If any such date when payment of principal or interest is due is not a Business Day (as defined below), then such payment shall be made on the next succeeding Business Day, and no additional interest shall accrue on such unpaid amount during the period of delay. Payment of both interest and principal is to be made at such place as the Holder shall designate in writing, by wire transfer or check, at the Holder's option, in immediately available funds.

Section 2. Corresponding Obligation. This Mirror Note is intended to mirror the terms of the Holder's 7.30% notes due August 15, 2011 (Cusip No. 31632AC1) (the "FNF Notes") issued pursuant to the Indenture, dated as of August 20, 2001, by and between the Holder and the Bank of New York (the "Indenture"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.

Section 3. Redemption.

(a) Mandatory Redemption. Upon redemption by the Holder of all or any portion of the FNF Notes pursuant to Section 6 of the FNF Notes and Article X of the Indenture, the Company shall redeem all or, as the case may be, a portion of this Mirror Note in an amount equal to the principal amount of the FNF Notes to be redeemed, at a redemption price (the "Mirror Note Redemption Price") equal to the Redemption Price (as defined in Section 6 of the FNF Notes, which for the avoidance of doubt includes accrued and unpaid interest to the date of redemption) paid by the Holder to redeem the FNF Notes. The Mirror Note Redemption Price shall be paid at or prior to 9:30 a.m., New York City time, on the Redemption Date. Upon such payment, the principal amount of the Mirror Note so redeemed shall cease to be outstanding and no further interest shall accrue with respect to such portion.

(b) Optional Redemption. The Company may elect to redeem this Mirror Note, at any time in whole or from time to time in part, as specified in this Section 3(b). Such redemption shall only be permitted if the Company delivers to the Holder FNF Notes in a principal amount equal to the principal amount of this Mirror Note to be redeemed. No prior

notice of such redemption need be given. Upon delivery of such FNF Notes, an equal principal amount of this Mirror Note shall cease to be outstanding and no further interest shall accrue with respect to such portion. No interest accrued on this Mirror Note from the last interest payment date hereunder to the date of redemption will be payable by the Company except to the extent that following such redemption, interest in respect of such period remains payable by the Holder to any holder of an FNF Note. Upon any such redemption, the Holder shall immediately retire any FNF Notes so received from the Company.

Section 4. Mirror Note Events of Default.

(a) For purposes of this Mirror Note, a “Mirror Note Event of Default” shall be deemed to have occurred upon:

- (i) any failure by the Company to pay all or any portion of an interest payment on this Mirror Note when due and payable in accordance with the terms hereof, which failure continues un-remedied for a period of 10 days, or any failure to pay all or any portion of the principal amount of this Mirror Note when due and payable in accordance with the terms hereof;
- (ii) (A) the filing by the Company of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code (or corresponding provisions of future laws) or any other applicable bankruptcy, insolvency or similar law, or the filing by the Company of an answer consenting to or acquiescing in any such petition, (B) the making by the Company of any assignment for the benefit of its creditors, or the admission by the Company in writing of its inability to pay its debts as they become due, (C) the filing of (x) an involuntary petition against the Company under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency or similar law (or corresponding provisions of future laws), (y) an application for the appointment of a custodian, receiver, trustee or other similar official for the Company for all or a substantial part of the assets of the Company or (z) an involuntary petition against the Company seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of the Company or any of the Company’s debts under any other federal or state insolvency law, provided that any such filing shall not have been vacated, set aside or stayed within a 45 day period from the date thereof, or (D) the entry against the Company of a final and nonappealable order for relief under any bankruptcy, insolvency or similar law now or hereafter in effect; or
- (iii) any acceleration under the Indenture of the payment of the principal amount of any FNF Notes as the result of any “Event of Default” under the FNF Notes.

(b) Upon the occurrence and during the continuance of any Mirror Note Event of Default described in Section 4(a)(i), the Holder may, by written notice to the Company,

delivered at its headquarters in care of the Chief Financial Officer, declare all or any portion of the unpaid principal amount of this Mirror Note, together with accrued interest thereon, to be immediately due and payable. Upon the occurrence of any Mirror Note Event of Default described in Section 4(a)(ii) or 4(a)(iii), the unpaid principal amount of this Mirror Note, together with accrued interest thereon, shall automatically become due and payable, without any action or notice by the Holder; provided that, with respect to any Mirror Note Event of Default described in Section 4(a)(iii), if the acceleration of the FNF Notes is rescinded, the acceleration of the Mirror Notes shall be automatically rescinded. Demand, presentment, protest and notice of non-payment are hereby waived by the Company.

Section 5. Remedies Cumulative. No failure to exercise or delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 6. Severability. If any provision of this Mirror Note is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Holder in order to effectuate the provisions hereof and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any other provision in any other jurisdiction.

Section 7. Successors and Assigns. This Mirror Note shall not be assignable by the Company (other than in a merger or by operation of law) without the prior written consent of the Holder. Subject to the foregoing, this Mirror Note shall be binding upon the Company and its successors and assigns.

Section 8. Replacement of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Mirror Note, and the Company's receipt of an indemnity agreement of the Holder reasonably satisfactory to the Company, the Company will, at the expense of the Holder, execute and deliver, in lieu thereof, a new note of like terms.

Section 9. No Personal Liability. No director, officer, employee, incorporator, member or equity holder of the Company, as such, shall have any liability for any obligations of the Company under this Mirror Note or for any claim based on, in respect of, or by reason of, such obligations or their creation. By accepting this Mirror Note, the Holder waives and releases all such liability. This waiver and release are part of the consideration for issuance of this Mirror Note.

Section 10. Descriptive Headings. The descriptive headings of this Mirror Note are inserted for convenience only and do not constitute a part of this Mirror Note.

Section 11. Choice of Law. THIS MIRROR NOTE IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

IN WITNESS WHEREOF, the Company has caused this Mirror Note to be executed as of the date first written above.

FIDELITY NATIONAL TITLE GROUP, INC.

By: /s/ Anthony J. Park

Name: Anthony J. Park

Title: Chief Financial Officer