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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of Earliest Event Reported): June 25, 2006**

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**FIDELITY NATIONAL TITLE GROUP, INC.**

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(Exact name of Registrant as Specified in its Charter)

Delaware

(State or other Jurisdiction of  
Incorporation or Organization)

001-32630

(Commission File  
Number)

86-0498599

(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:

- 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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## **TABLE OF CONTENTS**

[Item 1.01. Entry into a Material Definitive Agreement](#)

[Item 3.02 Unregistered Sales of Equity Securities](#)

[Item 9.01. Financial Statements and Exhibits](#)

[SIGNATURES](#)

[Exhibit Index](#)

[EXHIBIT 10.1](#)

[EXHIBIT 10.2](#)

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## Item 1.01. Entry into a Material Definitive Agreement

### Overview of Transaction

On June 25, 2006, Fidelity National Financial, Inc., a Delaware corporation (“**FNF**”), entered into a Securities Exchange and Distribution Agreement (the “**SEDA**”) with its majority-owned subsidiary, Fidelity National Title Group, Inc., a Delaware corporation (“**FNT**”), and an Agreement and Plan of Merger (the “**Merger Agreement**”) with its majority-owned subsidiary, Fidelity National Information Services, Inc., a Georgia corporation (“**FIS**”). The SEDA provides for the contribution of substantially all of FNF’s assets and liabilities (other than its ownership interest in FIS) to FNT in exchange for shares of FNT’s Class A common stock (the “**Asset Contribution**”). Immediately following the Asset Contribution, FNF will convert all of its shares of FNT Class B common stock into shares of FNT Class A common stock and then distribute all of the shares of FNT Class A common stock that it owns, including the converted shares and the shares received from FNT pursuant to the SEDA, to the FNF stockholders as a dividend (the “**Spin-off**”). Immediately following the Spin-off, FNF will merge with and into FIS (the “**Merger**”) pursuant to the Merger Agreement. Following the consummation of the Merger, FNF’s separate corporate existence will cease and FIS will continue as the surviving corporation.

### The SEDA

Under the SEDA, FNF will transfer substantially all of its assets (other than its interest in FIS) to FNT at the closing (the “**SEDA Closing**”). These assets include FNF’s interests in various subsidiaries, up to \$275 million in cash and any other property or rights that FNF owns immediately prior to the SEDA Closing (the “**Contributed Assets**”). In consideration of the Asset Contribution, FNT will (i) with certain limited exceptions, assume all of FNF’s liabilities, including liabilities of FNF in respect of taxes (which are addressed in the Tax Disaffiliation Agreement among FIS, FNF and FNT to be entered into at the SEDA Closing) and (ii) issue to FNF that number of shares of FNT Class A common stock equal to (x) 34,042,553 plus (y) the amount of cash included in the Contributed Assets (not to exceed \$275 million) divided by \$23.50. The shares of FNT Class A common stock to be issued to FNF pursuant to the SEDA will not be registered under the Securities Act of 1933, as amended (the “**Securities Act**”), but instead will be issued in a private placement exempt from registration under Section 4(2) of the Securities Act and Regulation D promulgated thereunder. The Spin-off will be effected immediately following the consummation of these transactions.

FNT has agreed to cause the membership of the Board to be as set forth in the disclosure schedules to the SEDA and to cause each individual identified in such disclosure schedules to hold the office set forth opposite their names therein, including William P. Foley, II, who will become Chairman and Chief Executive Officer of FNT, and Alan L. Stinson, who will become Chief Operating Officer of FNT.

**Representations, Warranties and Covenants.** FNF and FNT have made customary representations, warranties and covenants in the SEDA. None of the representations and warranties of the parties will survive the SEDA Closing, and there is no indemnity with respect to such representations and warranties. FNF and FNT have each made covenants to (i) conduct their respective businesses in the ordinary course consistent with past practice and to refrain from taking certain actions without the consent of the other party during the interim period between the execution of the SEDA and consummation of the Spin-off; (ii) amend and/or terminate certain specified related party and inter-company agreements; and (iii) enter into the Tax Disaffiliation Agreement with FIS. In addition, FNF has agreed, concurrently with the SEDA Closing and immediately prior to the Spin-off, to convert all shares of FNT Class B common stock that it holds into shares of FNT Class A common stock, and FNT has agreed to use its reasonable best

## Table of Contents

efforts to cause the shares of FNT Class A common stock that will be issued to FNF and the shares of FNT Class A common stock that will be reserved for issuance upon the grant of replacement options described below to be authorized for listing on the New York Stock Exchange. FNT also has agreed to amend and restate its articles of incorporation immediately following the Merger to, among other things, change its name to “Fidelity National Financial, Inc.”

**Stockholder Approval and SEC Filings.** FNT stockholder approval is required for (i) the issuance of FNT stock as consideration for the purchase of the Contributed Assets, (ii) the adoption of the amendment to the FNT stock plan (described below) and (iii) the adoption of the amended and restated articles of incorporation of FNT. The SEDA accordingly provides that as soon as practicable after the date of the agreement, FNT, in consultation with FNF, will prepare and file with the Securities and Exchange Commission (the “SEC”) an information statement relating to required FNT stockholder approvals. Once the information statement is cleared by the SEC (and the SEC filings by FNF and FIS for the FIS Merger are cleared by the SEC), FNT will schedule a stockholder vote and mail the information statement to its stockholders. Under the SEDA, FNT agrees, through its Board, to recommend to its stockholders approval of each of these matters and FNF agrees to vote the shares of FNT common stock that it owns in favor of approval of these matters. The SEDA also requires that as soon as practicable after the date of the SEDA, FNT, in consultation with FNF, will prepare and file with the SEC a Registration Statement on Form S-1 relating to the shares of FNT Class A common stock being distributed to the FNF stockholders in the Spin-off.

**The Spin-off.** The SEDA provides that immediately after the FNT stockholder vote described above, the FNF board will approve and formally declare the Spin-off. This Spin-off declaration will include the formula to be used to determine the number of FNT shares to which each FNF stockholder is entitled. Following the SEDA Closing and immediately prior to the consummation of the Merger, the transfer agent appointed by FNF will distribute to each holder of record of FNF stock (other than FNF or any subsidiary of FNF) the number of shares of FNT Class A common stock to which that holder is entitled as determined by applying the formula set forth in the Spin-off declaration.

**FNF Equity Awards.** In connection with the Spin-off, outstanding FNF stock options and shares of FNF restricted stock will be treated as follows:

**Option Letter Agreement.** In connection with the SEDA and the Merger Agreement, William P. Foley, II, Alan L. Stinson and Brent B. Bickett (the “Executives”) have entered into an agreement with FNF (the “Option Letter Agreement”) pursuant to which FNF has the right to cash out a certain number of the Executives’ FNF stock options for their fair market value as of the date FNF elects to exercise such right or cause the Executives to exercise such options. To the extent FNF exercises its right under the Option Letter Agreement, it will do so immediately prior to the effective time of the Spin-off or as near thereto as practicable. FNF’s right to cash out these FNF stock options or cause such options to be exercised is subject to the right of the Executives to exercise such stock options if doing so would not adversely affect the tax treatment of the transactions contemplated by the SEDA.

**Stock Options.** FNF stock options held by persons who, after the Spin-off, will be employed by or provide services to FNF (an “FNT Service Provider”) will be replaced with FNT stock options, with the same terms and conditions as the FNF options, but with equitable adjustments made to the exercise prices and the number of shares underlying the options to reflect the difference in value of FNF and FNT common stock. With respect to the FNF stock options

## Table of Contents

held by the Executives that are not subject to the Option Letter Agreement, 50% of such FNF stock options will be replaced with FNT stock options as described above, and the remaining 50% of such FNF stock options will be assumed by FIS pursuant to the terms of the FIS Merger Agreement.

**Restricted Stock.** All holders of FNF restricted stock will receive FNT shares in connection with the Spin-off in the same proportion as other FNF stockholders, with such shares subject to the same transfer restrictions and forfeiture conditions as the corresponding FNF restricted stock based upon continued service with FNT and its affiliates or FIS and its affiliates, as the case may be. In addition, FNF restricted stock granted to and held by an FNT Service Provider will be replaced with FNT restricted stock granted under the FNT stock plan. The replacement FNT restricted stock will have the same terms and conditions as the FNF restricted stock, with equitable adjustments made to the number of shares to reflect the difference in value of FNF and FNT common stock. With respect to FNF restricted stock held by the Executives, 50% of the FNF restricted stock held by such Executives will be replaced with FNT restricted stock, and the remaining 50% will be converted into restricted shares of FIS common stock pursuant to the terms of the FIS Merger Agreement between FNF and FIS.

**Amendment of FNT Stock Plan and S-8 Registration Statement.** FNT will amend and restate its stock incentive plan to increase the number of shares available for issuance under the plan by 6,500,000 shares and FNT will file a Registration Statement on Form S-8 to register such shares.

### **Employment/Compensation Matters.**

**Dual Executives.** Following the Spin-off and the Merger, William P. Foley, II, Alan L. Stinson, and Brent B. Bickett (the “Dual Executives”) will serve as executive officers of both FNT and FIS. Each Dual Executive will enter into an employment agreement with FNT, effective as of the Spin-off, and an employment agreement with FIS, effective as of the Merger, setting forth such executive’s duties, responsibilities and authorities with respect to FNT and FIS, respectively. Under the employment agreements with FNT, the Dual Executives will receive the following compensation:

William P. Foley, II:	annual base salary for 2006 of \$500,000, with an annual cash bonus opportunity equal to 300% of the executive’s annual base salary. Mr. Foley will also receive a grant of 475,000 shares of FNT restricted stock, with 3 year graded vesting (1/3 each year), immediately following the Spin-off.
Brent B. Bickett:	annual base salary of \$300,000, with an annual cash bonus opportunity equal to 150% of the executive’s annual base salary. Mr. Bickett will also receive a grant of 130,000 shares of FNT restricted stock, with 3 year graded vesting (1/3 each year), immediately following the Spin-off.
Alan S. Stinson:	annual base salary of \$300,000, with an annual cash bonus opportunity equal to 150% of the executive’s annual base salary. Mr. Stinson will also receive a grant of 130,000 shares of FNT restricted stock, with 3 year graded vesting (1/3 each year), immediately following the Spin-off.

## Table of Contents

In addition to the Dual Executives, a list of individuals who are expected to serve as officers of FNT is set forth in the disclosure schedules to the SEDA.

**Closing Conditions.** The SEDA Closing is subject to customary conditions, including (i) the absence of any inaccuracy in either parties' representations and warranties that would be reasonably likely to have a material adverse effect; (ii) the receipt of governmental and regulatory consents and approvals, including all necessary approvals for the transfer of FNF's specialty insurance operations; (iii) the receipt of FNT stockholder approval as described above; (iv) the receipt of a private letter ruling from the Internal Revenue Service (the "IRS") and an opinion of FNF's special tax advisors that the Asset Contribution and the Spin-off will be tax-free to FNF and its stockholders; (v) the receipt of consents required from third parties, including under credit agreements of FNF and FNT and any other material agreements; (vi) the clearance of information statements by the SEC and the effectiveness of registration statements; (vii) the amendment and/or termination of specified related party and inter-company agreements; (viii) the total liabilities of FNF to be assumed by FNT that would be reflected on an unconsolidated balance sheet of FNF prepared in accordance with GAAP not exceeding \$100 million at the SEDA Closing; and (ix) the satisfaction or waiver of all of the conditions to the consummation of the FIS Merger (other than the occurrence of the Spin-off).

**Termination.** The SEDA contains certain termination rights prior to the SEDA Closing for both FNF and FNT, as well as the right of FNF to terminate prior to the SEDA Closing in its sole discretion.

### **Tax Disaffiliation Agreement.**

FNT and its subsidiaries currently are members of the FNF consolidated federal income tax return. In addition, certain FNT group companies are included with certain FIS group companies in state combined returns. From and after the time of FNF's spin-off of FNT, the FNT group companies no longer will be included in the FNF consolidated federal income tax return or in any combined return with any FIS company. Accordingly, in connection with the SEDA and the Merger Agreement, FNF, FNT and FIS will enter into a Tax Disaffiliation Agreement (the "TDA"). A key purpose of the TDA is to allocate responsibility among the parties for filing returns and paying taxes for periods prior to the Spin-off. The TDA also includes indemnifications for any adjustments to taxes for periods prior to the Spin-off and for any taxes and for any associated adverse consequences that may be imposed on the parties as a result of the Spin-off, as a result of actions taken by the parties or otherwise. It is a condition to closing under both the SEDA and the Merger Agreement that FNF, FNT and FIS enter into the TDA.

**Designation of Agent.** FNF, prior to the Merger, will, to the extent permissible, designate FNT or an affiliate of FNT as the agent of the FNF federal consolidated group, such that FNT (or such FNT affiliate) will represent that group before the IRS for all federal income tax matters related to periods prior to the Spin-off. There will be conforming agency designations at the state level to the extent permitted by law.

**Filing of Returns and Payment of Taxes.** To the extent permissible, FNT will file and pay the tax due on all FNF federal consolidated returns. FNT and FIS will share the responsibility for filing and paying tax on combined state returns that contain FNT group companies and FIS group companies; determination of which group will file the return and pay the tax will depend upon whether the common parent of the combined group is an FNT company or an FIS company. There are limitations on each group's ability to amend returns if amendment would increase the tax liability of the other group.

## Table of Contents

**Indemnification.** FNT will indemnify FNF (and its successor, FIS) with respect to the FNF federal consolidated income taxes for periods prior to the Spin-off (other than taxes attributable to income of FIS or FIS subsidiaries), and with respect to any state income taxes payable by FIS but attributable to a subsidiary of FNF, FNT or to one of the former direct FNF subsidiaries that are being contributed to FNT pursuant to the SEDA. FIS will indemnify FNT with respect to any state income taxes payable by FNT but attributable to a subsidiary of FIS. FNT will indemnify FIS for all taxes and any associated adverse consequences (including shareholder suits) if the merger of FNF into FIS is determined to be a taxable transaction. FNT will indemnify FIS for all taxes and any associated adverse consequences (including shareholder suits) if the Spin-off is determined to be a taxable transaction, unless such adverse determination is the result of a breach by FIS of its representation not to take any action within its control that would cause the Spin-off to be taxable or the result of an acquisition of FIS stock within the control of FIS or an FIS affiliate.

Subject to some limitations and exceptions, the indemnifying party controls any contest or audit related to any indemnified tax.

**Restrictions on Stock Acquisitions.** Through the period ending 2 years after the Spin-off, any direct or indirect acquisition, issuance, or other transaction, subject to certain exceptions, involving FIS or FNT stock will be restricted in the absence of an opinion from a nationally recognized law firm or accounting firm that the transaction will not cause the Spin-off to be taxable or consent from certain officers of the other party.

**Other Operational Provisions.** Prior tax sharing agreements are terminated, except for tax sharing agreements relating to insurance companies. Such agreements will be amended to substitute FNT for FNF, except in the case of National Title Insurance of New York, Inc., which will be amended to substitute FIS for FNF.

### **Cross-Indemnity Agreement.**

As a condition to the SEDA Closing, FNT and FIS have agreed to enter into the Cross-Indemnity Agreement. Under the Cross-Indemnity Agreement, each party (together with certain of its affiliates and representatives, the “Indemnifying Party”) will indemnify the other party and certain of the other party’s affiliates and representatives (the “Indemnified Parties”) from and against any losses incurred (whether before, at or after the SEDA Closing) by the Indemnified Parties arising out of: (i) the ownership or operation of the assets or properties, the operations or conduct of the business, and the employee retirement and benefit plans and financial statements of the Indemnifying Party; (ii) any breach by the Indemnifying Party of the Cross-Indemnity Agreement, of its organizational documents, or of any law or contract to which it is a party; (iii) any untrue statement of, or omission to state, a material fact in any governmental filing of the Indemnified Party to the extent it was as a result of information about the Indemnifying Party; (iv) any untrue statement of, or omission to state, a material fact in any governmental filing of the Indemnifying Party, except to the extent it was as a result of information about the Indemnified Party; (v) claims brought by third parties to the extent related to the transactions contemplated by the SEDA (to the extent FNT is the Indemnifying Party) or, among other things, the Merger Agreement (to the extent FIS is the Indemnifying Party), subject to certain exceptions; and (vi) the provision of



## [Table of Contents](#)

services by or employment of representatives of the Indemnifying Party, and the termination of such services or employment.

The Cross-Indemnity Agreement expressly provides that it is not intended to change the allocation of liability for any matter in any other existing or future agreement between FNT and its affiliates and FIS and its affiliates, to all of which agreements the Cross-Indemnity Agreement is made subject.

### **Item 3.02 Unregistered Sales of Equity Securities**

The first two paragraphs under Item 1.01 of this report are hereby incorporated by reference in response to this Item 3.02.

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

**Exhibit  
Number**

**Description**

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10.1 Securities Exchange and Distribution Agreement

10.2 Tax Disaffiliation Agreement

**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  
Executive Vice President and Chief Financial Officer

Dated: June 29, 2006

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**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
10.1	Securities Exchange and Distribution Agreement
10.2	Tax Disaffiliation Agreement

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SECURITIES EXCHANGE AND DISTRIBUTION AGREEMENT

DATED AS OF JUNE 25, 2006

BETWEEN

FIDELITY NATIONAL FINANCIAL, INC.

AND

FIDELITY NATIONAL TITLE GROUP, INC.

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TABLE OF CONTENTS

		Page
		-----
ARTICLE I	DEFINITIONS.....	2
SECTION 1.1.	Definitions.....	2
SECTION 1.2.	Other Definitions.....	6
ARTICLE II	CLOSING TRANSACTIONS.....	7
SECTION 2.1.	Asset Contribution, Assumption of Liabilities and Delivery of Shares.....	7
SECTION 2.2.	Closing.....	8
SECTION 2.3.	Closing Deliveries.....	8
SECTION 2.4.	Conversion of FNT Class B Common Stock.....	9
SECTION 2.5.	Adjustments.....	9
ARTICLE III	REPRESENTATIONS AND WARRANTIES.....	9
SECTION 3.1.	Representations and Warranties of FNF.....	9
	(a) Organization, Standing and Corporate Power.....	9
	(b) Capital Structure of the Subject Companies.....	9
	(c) Authority; Noncontravention.....	11
	(d) Absence of Certain Changes or Events.....	12
	(e) Absence of Changes in Subject Company Benefit Plans..	13
	(f) Benefit Plans.....	13
	(g) Taxes.....	14
	(h) No Excess Parachute Payments; Section 162(m) of the Code.....	15
	(i) SEC Documents; Subject Company Financial Statements..	15
	(j) Information Supplied.....	17
	(k) Compliance with Applicable Laws.....	18
	(l) Litigation.....	18
	(m) Brokers.....	19
	(n) Opinion of Financial Advisor.....	19
	(o) Other Assets.....	19
	(p) No Guaranty of FIS Obligations.....	19
	(q) Environmental Matters.....	19
	(r) FIS Merger Agreement.....	20
SECTION 3.2.	Representations and Warranties of FNT.....	20

	(a) Organization, Standing and Corporate Power.....	20
	(b) Capital Structure.....	21
	(c) Authority; Noncontravention.....	22
	(d) Absence of Certain Changes or Events.....	23
	(e) Absence of Changes in FNT Benefit Plans.....	24
	(f) FNT Benefit Plans.....	24
	(g) Taxes.....	24
	(h) No Excess Parachute Payments; Section 162(m) of the Code.....	25
	(i) SEC Documents; Financial Statements.....	25
	(j) Information Supplied.....	27
	(k) Compliance with Applicable Laws.....	27
	(l) Litigation.....	28
	(m) Brokers.....	28
	(n) Opinion of Financial Advisor.....	28
	(o) Voting Requirements.....	28
ARTICLE IV	COVENANTS.....	28
SECTION 4.1.	Conduct of Business.....	28
	(a) Conduct of Business by the Subject Companies.....	28
	(b) Conduct of Business by FNF.....	31
	(c) Conduct of Business by FNT.....	32
SECTION 4.2.	Advice of Changes.....	34
ARTICLE V	ADDITIONAL AGREEMENTS.....	34
SECTION 5.1.	Preparation of Form S-1 and the Information Statement; Preparation of Form S-8.....	34
SECTION 5.2.	Treatment of FNF Equity Awards.....	35
	(a) Options.....	35
	(b) Restricted Stock.....	35
	(c) Vesting.....	36
SECTION 5.3.	Employee Benefits.....	36
SECTION 5.4.	FNT Stockholders Meeting.....	37
SECTION 5.5.	Access to Information.....	37
SECTION 5.6.	Reasonable Best Efforts.....	38
SECTION 5.7.	Public Announcements.....	38
SECTION 5.8.	Consents, Approvals and Filings.....	38
SECTION 5.9.	Directors and Officers.....	38

SECTION 5.10.	Section 16 Matters.....	39
SECTION 5.11.	Related Party Agreements.....	39
SECTION 5.12.	Certain Contributions.....	39
SECTION 5.13.	Amended and Restated Articles.....	39
SECTION 5.14.	Intercompany Agreements.....	39
SECTION 5.15.	Spin-off.....	39
SECTION 5.16.	Indemnification and Insurance.....	40
SECTION 5.17.	NYSE Listing.....	41
SECTION 5.18.	Conversion of FNT Class B Common Stock.....	41
SECTION 5.19.	Repayment of Promissory Notes.....	42
ARTICLE VI	CONDITIONS PRECEDENT.....	42
SECTION 6.1.	Conditions Precedent to Each Party's Obligations.....	42
	(a) Governmental and Regulatory Consents.....	42
	(b) No Injunctions or Restraints.....	42
	(c) FNT Stockholder Approval.....	42
	(d) Form S-1.....	43
	(e) FIS Merger Agreement.....	43
	(f) Amendment of Related Party Agreements.....	43
	(g) Termination of Intercompany Agreements.....	43
SECTION 6.2.	Conditions Precedent to Obligations of FNT.....	43
	(a) Representations and Warranties.....	43
	(b) Performance of Obligations of FNF.....	43
	(c) Third-Party Consents and Waivers.....	43
	(d) Other Agreements.....	44
	(e) Tax Matters.....	44
	(f) FNF Board Approval of Spin-off.....	44
	(g) Assumed Liabilities.....	44
SECTION 6.3.	Conditions Precedent to Obligations of FNF.....	44
	(a) Representations and Warranties.....	44
	(b) Performance of Obligations of FNT.....	45
	(c) Third-Party Consents and Waivers.....	45
	(d) Other Agreements.....	45
	(e) NYSE Listing.....	45
	(f) Tax Matters.....	45

ARTICLE VII	TERMINATION, AMENDMENT AND WAIVER.....	45
SECTION 7.1.	Termination.....	45
SECTION 7.2.	Effect of Termination.....	46
SECTION 7.3.	Amendment.....	46
SECTION 7.4.	Extension; Waiver.....	46
ARTICLE VIII	GENERAL PROVISIONS.....	47
SECTION 8.1.	Nonsurvival of Representations and Warranties.....	47
SECTION 8.2.	Fees and Expenses.....	47
SECTION 8.3.	Notices.....	47
SECTION 8.4.	Interpretation.....	48
SECTION 8.5.	Counterparts.....	48
SECTION 8.6.	Entire Agreement; Third-Party Beneficiaries.....	49
SECTION 8.7.	Assignment.....	49
SECTION 8.8.	Governing Law.....	49
SECTION 8.9.	Enforcement; Venue; Waiver of Jury Trial.....	49
SECTION 8.10.	Severability.....	50

EXHIBITS

Exhibit A	Form of Amended and Restated Articles
Exhibit B	Form of Assumption Agreement
Exhibit C	Form of Cross-Indemnity Agreement
Exhibit D	Form of Tax Disaffiliation Agreement



## SECURITIES EXCHANGE AND DISTRIBUTION AGREEMENT

SECURITIES EXCHANGE AND DISTRIBUTION AGREEMENT, dated as of June 25, 2006 (this "Agreement"), between Fidelity National Financial, Inc., a Delaware corporation ("FNF"), and Fidelity National Title Group, Inc., a Delaware corporation ("FNT").

WHEREAS, FNF owns (i) all of the issued and outstanding shares of capital stock or other equity securities (the "Scheduled Securities") of the entities listed on Schedule A to this Agreement (the "Scheduled Entities"); (ii) 14,400,000 shares of common stock of Fidelity Sedgwick Holdings, Inc., a Delaware corporation ("FSH"; such shares, the "FSH Shares"); and (iii) 70,720 membership interests in Cascade Timberlands LLC, a Delaware limited liability company ("Cascade" and, collectively with the Scheduled Entities and FSH, the "Subject Companies"; such membership interests, the "Cascade Interests" and, collectively with the Scheduled Securities and the FSH Shares, the "Subject Securities");

WHEREAS, FNF owns the Other Assets (as hereinafter defined);

WHEREAS, FNF desires to transfer to FNT, and FNT desires to acquire from FNF, all of the Subject Securities and all of the Other Assets in exchange for the issuance by FNT to FNF of the FNT Shares (as hereinafter defined) and the assumption by FNT of the Assumed Liabilities (as hereinafter defined) (collectively, the "Asset Contribution");

WHEREAS, the board of directors of FNT has resolved to recommend to the stockholders of FNT that they approve (i) the issuance of the FNT Shares, (ii) the adoption of an amendment to the FNT 2005 Omnibus Incentive Plan (the "FNT Stock Plan") to increase the number of shares available for grants thereunder by 6,500,000 (the "FNT Stock Plan Amendment") and (iii) an amendment and restatement of the articles of incorporation of FNT to be effected immediately following the effective time of the FIS Merger (as hereinafter defined) such that, after giving effect thereto, the articles of incorporation of FNT shall be substantially in the form of Exhibit A hereto (the "Amended and Restated Articles") and, among other things, the name of FNT shall be "Fidelity National Financial, Inc."; and

WHEREAS, the board of directors of FNF has approved the conversion by FNF of its shares of FNT Class B Common Stock into shares of FNT Class A Common Stock and the distribution, following the Closing, of all of the shares of FNT Class A Common Stock held by FNF to the holders of the outstanding shares of capital stock of FNF as of the Record Date (as defined herein) for such distribution (the "Spin-off");

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, FNF and FNT agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

Action or Proceeding: means any charge, complaint, grievance, action, suit, litigation, proceeding or arbitration, whether civil, criminal, administrative or investigative, by any Person, or any investigation or audit by any Governmental Entity.

affiliate: of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

Assumed Liabilities: means all Liabilities of FNF, including the FNF Transaction Liabilities to the extent not paid by FNF prior to the Closing as required by Section 8.2, but excluding (i) all Liabilities of FNF to the extent FIS or any subsidiary of FIS has, as of or prior to the Closing, agreed in writing to be responsible therefor, (ii) all Liabilities of FNF to the extent arising out of or related to the ownership or operation of the assets or properties, or the operations or conduct of the business, of FIS or any subsidiary of FIS, to the extent FIS or any subsidiary of FIS has, as of or prior to the Closing, agreed to be responsible therefor, (iii) all guaranties or other similar contractual Liabilities of FNF in respect of a primary Liability of FIS or any subsidiary of FIS, and (iv) any Liability of FNF in respect of Taxes (as defined in the Tax Disaffiliation Agreement).

Code: means the Internal Revenue Code of 1986, as amended.

Disclosure Schedule: means the Disclosure Schedule (including any attachments thereto) delivered in connection with, and constituting a part of, this Agreement.

Dual Service Provider: means an employee or director of FNF, who, following the Spin-off, will be employed by or serve as a director of both (a) FNT or any FNT Subsidiary and (b) FIS or any subsidiary of FIS, as so designated by the board of directors of FNF.

Environment: means ambient air, surface water, ground water, land surface or subsurface strata.

Environmental Claim: means, with respect to any Person, any written notice or claim by any other Person alleging or asserting Liability for investigatory costs, cleanup costs, response costs, personal injury, damage to natural resources and fines or penalties arising out of, based on or resulting from (a) the presence or release into the Environment of any Hazardous Material or (b) circumstances forming the basis of any violation or alleged violation of, or Liability or alleged Liability under, any Environmental Law.

Environmental Law: means any Law concerning pollution or protection of the Environment, including all those relating to the use, production, generation, handling,

transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any Hazardous Material.

Exchange Number: means the sum of (a) 34,042,553 and (b) (i) the amount of cash included in the Other Assets, not to exceed \$275,000,000, divided by (ii) \$23.5.

Excluded FNF Assets: means (i) any shares of capital stock of FNT, FIS or National Title Insurance of New York, Inc. and (ii) any other assets listed on Section 1.1(a) of the Disclosure Schedule.

FIS: means Fidelity National Information Services, Inc.

FIS Merger: means the merger of FNF into FIS pursuant to the FIS Merger Agreement.

FIS Merger Agreement: means the merger agreement, of even date herewith, between FNF and FIS, providing for, among other things, the FIS Merger.

FNF Material Adverse Effect: means (x) any event, circumstance or change that, individually or in the aggregate, is or would reasonably be likely to be materially adverse to the assets, Liabilities, business, condition (financial or otherwise) or results of operations of the Transferred Business taken as a whole, other than any such event, circumstance or change to the extent resulting from (A) changes in general economic conditions affecting the United States occurring after the date hereof, (B) general changes or developments in the industries in which the Transferred Business is operated occurring after the date hereof, (C) changes in laws or regulations occurring after the date hereof or (D) the announcement of this Agreement and the transactions contemplated hereby, including any termination of, reduction in or similar negative impact on the relationships, contractual or otherwise, with any customers, distributors, partners or employees of the Subject Companies or the Subject Company Subsidiaries to the extent due to the announcement of this Agreement or the identity of the parties hereto, unless, in the case of the foregoing clause (A) or (B), such changes referred to therein have a materially disproportionate effect on the Transferred Business, taken as a whole, relative to other participants in the industries in which the Transferred Business is operated, or (y) any material adverse effect on the ability of FNF to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

FNF Transaction Liabilities: means all Liabilities of FNF, whether due or to become due, for all out-of-pocket expenses (including all fees and disbursements of financial advisors, legal counsel and other advisors and consultants to FNF and the special committee of the board of directors of FNF) incurred in connection with the Asset Contribution, the Spin-off, the FIS Merger and the other transactions contemplated by this Agreement.

FNT Class A Common Stock: means FNT Class A Common Stock, par value \$0.0001 per share.

FNT Class B Common Stock: means FNT Class B Common Stock, par value \$0.0001 per share.

FNT Common Stock: means, collectively, FNT Class A Common Stock and FNT Class B Common Stock.

Form S-1: a registration statement on Form S-1 (or Form S-4, if available) under the Securities Act to be filed with the SEC, if required, in respect of the distribution to stockholders of FNF of shares of common stock of FNT by FNF in connection with the Spin-off.

Form S-8: means a registration statement on Form S-8 under the Securities Act to be filed with the SEC in respect of the Replacement Options.

GAAP: means U.S. generally accepted accounting principles, consistently applied.

Hazardous Material: means any hazardous material, toxic substance, pollutant or hazardous waste (including any petroleum products or byproducts) defined or regulated as such under any Environmental Laws.

HSR Act: the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Information Statement: the Information Statement to be filed with the SEC by FNT pursuant to Regulation 14C under the Exchange Act relating to the FNT Stockholder Approval, which may form part of the Form S-1 (if permitted).

Lien: means any mortgage, pledge, deed of trust, claim, security interest, encumbrance, burden, title defect, charge or other similar restriction, lease, sublease, claim, right of others, title retention agreement, option, interest, easement, covenant, encroachment or other adverse claim.

Liabilities: means any direct or indirect liability, indebtedness, claim, loss, damage, deficiency, obligation, penalty, responsibility, cost or expense, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, known or unknown, contingent or otherwise.

NYSE: means the New York Stock Exchange, Inc.

Option Letter Agreement: means the agreement of even date herewith among FNF, William P. Foley, II, Alan L. Stinson and Brent Bickett.

Organizational Documents: as to any Person, its certificate or articles of incorporation or formation, by-laws and other organizational documents.

Other Assets: means all cash held by FNF as of the Closing and all other properties, assets and rights of any nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, held by FNF immediately prior to the Closing, other than (i) the Subject Securities and (ii) the Excluded FNF Assets.

Permitted Liens: means any (a) Lien that constitutes an Assumed Liability, (b) any Lien arising from acts of FNT, (c) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings and for which adequate accruals or reserves (as determined according to GAAP) have been established on the appropriate financial statements with respect thereto, (d) any Lien (other than for taxes) arising by operation of statute and (e) any Lien set forth on Section 1.1(b) of the Disclosure Schedule.

Person: means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity.

Record Date: means the close of business on the date to be determined by the FNF board of directors as the record date for determining the stockholders of FNT entitled to receive shares of FNT Class A Common Stock pursuant to a pro-rata distribution of shares of FNT Class A Common Stock as part of the Spin-off.

SAP: means, with respect to any regulated insurance company, the statutory accounting practices prescribed or permitted by the state Governmental Entity charged with supervision of insurance companies in the domiciliary state of such company.

Subject Company Material Adverse Effect: means, as to any Subject Company or any of its subsidiaries, any event, circumstance or change that, individually or in the aggregate, is or would reasonably be likely to be materially adverse to the assets, Liabilities, business, condition (financial or otherwise) or results of operations of such Subject Company (or, in the case of a Subject Company Subsidiary, the Subject Company of which such entity is a subsidiary) and its subsidiaries taken as a whole, other than any such event, circumstance or change to the extent resulting from (A) changes in general economic conditions affecting the United States occurring after the date hereof, (B) general changes or developments in the industries in which such Subject Company and its subsidiaries operate occurring after the date hereof, (C) changes in laws or regulations occurring after the date hereof or (D) the announcement of this Agreement and the transactions contemplated hereby, including any termination of, reduction in or similar negative impact on the relationships, contractual or otherwise, with any customers, distributors, partners or employees of such Subject Company or any of its subsidiaries to the extent due to the announcement of this Agreement or the identity of the parties hereto, unless, in the case of the foregoing clause (A) or (B), such changes referred to therein have a materially disproportionate effect on such Subject Company and its subsidiaries, taken as a whole, relative to other participants in the industries in which such Subject Company and such subsidiaries operate.

Subject Company Subsidiary: means a subsidiary of a Subject Company.

subsidiary: of any Person means another Person 50% or more of the total combined voting power of all classes of capital stock or other voting interests of which, or 50% of more of the equity securities of which, is owned directly or indirectly by such first Person; provided that for purposes of this Agreement FNT and the FNT Subsidiaries shall not be considered subsidiaries of FNF.

Transferred Business: means, collectively, the Subject Companies, the Subject Company Subsidiaries, the Other Assets and the Assumed Liabilities.

SECTION 1.2. Other Definitions. In addition, the following capitalized terms are defined in the Sections or other provisions of this Agreement set forth below:

Agreement.....	Preamble
Amended And Restated Articles.....	Recitals
Asset Contribution.....	Recitals
Assumption Agreement.....	Section 2.3(d)
Cascade.....	Recitals
Cascade Interests.....	Recitals
Cascade LLC Agreement.....	Section 3.1(b)
Closing.....	Section 2.2
Closing Date.....	Section 2.2
Cross-Indemnity Agreement.....	Section 2.3(f)
ERISA.....	Section 3.1(f)
Exchange Act.....	Section 3.1(c)
Executive Officers.....	Section 3.1(d)
Filed FNF SEC Documents.....	Section 3.1(d)
Filed FNT SEC Documents.....	Section 3.2(d)
FIS.....	Section 4.1(b)
FNF.....	Preamble
FNF Insurance Company.....	Section 3.1(i)
FNF Option.....	Section 5.2(a)
FNF Restricted Shares.....	Section 5.2(b)
FNF SEC Documents.....	Section 3.1(i)
FNT.....	Preamble
FNT Benefit Plans.....	Section 3.2(f)
FNT Commonly Controlled Entity.....	Section 3.2(f)
FNT Insurance Company.....	Section 3.2(i)
FNT Material Adverse Effect.....	Section 3.2(a)
FNT Preferred Stock.....	Section 3.2(b)
FNT SEC Documents.....	Section 3.2(i)
FNT Service Providers.....	Section 5.2
FNT Shares.....	Section 2.1(a)
FNT Stock Plan.....	Recitals
FNT Stock Plan Amendment.....	Recitals
FNT Stockholder Approval.....	Section 3.2(c)
FNT Stockholders Meeting.....	Section 5.4
FNT Subsidiary.....	Section 3.2(a)
FSH.....	Recitals
FSH Shares.....	Recitals
Governmental Entity.....	Section 3.1(c)
Indemnified Parties.....	Section 5.16(a)
Insurance Regulator.....	Section 3.1(k)
Intercompany Agreements.....	Section 5.14
IRS.....	Section 3.1(g)
Jacksonville Court.....	Section 8.9
Non-Specialty Insurance Companies.....	Section 3.1(i)

Non-Specialty Insurance Company Balance Sheet.....	Section 3.1(i)
Pension Plan.....	Section 3.1(f)
Permit.....	Section 3.1(k)
Related Party Agreements.....	Section 5.11
Replacement Option.....	Section 5.2(a)
Replacement Restricted Share.....	Section 5.2(b)
Representatives.....	Section 5.5
Restricted Share Exchange Number.....	Section 5.2(b)
Scheduled Entities.....	Recitals
Scheduled Securities.....	Recitals
SEC.....	Section 3.1(c)
Securities Act.....	Section 3.1(i)
Specialty Insurance Companies.....	Section 3.1(i)
Specialty Insurance Company Financial Statements.....	Section 3.1(i)
Spin-off.....	Recitals
Spin-off Declaration.....	Section 5.15
Subject Companies.....	Recitals
Subject Company Benefit Plans.....	Section 3.1(f)
Subject Company Commonly Controlled Entity.....	Section 3.1(f)
Subject Company Financial Statements.....	Section 3.1(i)
Subject Securities.....	Recitals
Tax Disaffiliation Agreement.....	Section 2.3(e)
Transfer Agent.....	Section 5.15
Unconsolidated FNF Financial Statements.....	Section 3.1(i)(iii)
Welfare Plan.....	Section 3.1(f)

ARTICLE II

CLOSING TRANSACTIONS

SECTION 2.1. Asset Contribution, Assumption of Liabilities and Delivery of Shares. Upon the terms and subject to the conditions of this Agreement, at the Closing (as hereinafter defined):

(a) FNF shall transfer to FNT all right, title and interest of FNF in and to all of the Subject Securities and all right, title and interest of FNF in and to the Other Assets in exchange for (i) the Exchange Number of shares (the "FNT Shares") of FNT Class A Common Stock, and (ii) the assumption by FNT of the Assumed Liabilities; and

(b) FNT shall issue and deliver the FNT Shares to FNF and assume and agree to pay, honor and discharge when due all of the Assumed Liabilities in accordance with their respective terms pursuant to the Assumption Agreement (as hereinafter defined), in exchange for the Subject Securities and the Other Assets.

SECTION 2.2. Closing. Unless this Agreement shall have been terminated pursuant to Section 7.1 and subject to the satisfaction or waiver of each of the conditions set forth in Article VI, the transfer by FNF to FNT of the Subject Securities and Other Assets, the issuance and delivery by FNT to FNF of the FNT Shares and the assumption by FNT of the Assumed Liabilities (the "Closing") shall take place at 9:00 a.m. on the date that is the seventh day following the date on which the last to be fulfilled or waived of the conditions set forth in Article VI (other than those to be fulfilled or waived as of the Closing) shall be fulfilled or waived in accordance with this Agreement, at the offices of LeBoeuf, Lamb, Greene & MacRae LLP, 125 West 55th Street, New York, New York, unless another date, time or place is agreed to in writing by the parties hereto. The actual date and time of the Closing are herein referred to as the "Closing Date."

SECTION 2.3. Closing Deliveries. At the Closing:

(a) FNF shall deliver to FNT certificates representing the respective Subject Securities, together with duly executed transfer forms including all such deeds, instruments, stock powers, transfer stamps or other documents as may be necessary to transfer full legal and beneficial ownership of such Subject Securities to FNT, free and clear of all Liens other than Permitted Liens;

(b) FNF shall execute and deliver to FNT a bill of sale and such other deeds, instruments or other documents (each in substance and form reasonably satisfactory to FNT) as may be necessary to transfer full legal and beneficial title to the Other Assets to FNT, free and clear of all Liens other than Permitted Liens, and any cash that is a part of the Other Assets shall be paid by wire transfer of immediately available funds to an account designated by FNT to FNF in writing no later than two Business Days before the Closing;

(c) FNT shall issue and deliver to FNF the FNT Shares, free and clear of all Liens;

(d) FNT shall execute and deliver to FNF an assumption agreement with respect to the Assumed Liabilities in the form attached hereto as Exhibit B (the "Assumption Agreement");

(e) FNT and FNF shall execute and deliver, and FNF shall cause FIS to execute and deliver, a tax disaffiliation agreement in the form attached as Exhibit C ("Tax Disaffiliation Agreement");

(f) FNT shall execute and deliver, and FNF shall cause FIS to execute and deliver, a cross-indemnity agreement in the form attached as Exhibit D (the "Cross-Indemnity Agreement"); and

(g) FNF shall deliver to FNT the certificate referred to in Section 6.2(a) and FNT shall deliver to FNF the certificate referred to in Section 6.3(a).



SECTION 2.4. Conversion of FNT Class B Common Stock. FNF shall convert all shares of FNT Class B Common Stock held by it into shares of FNT Class A Common Stock in accordance with Section 5.18.

SECTION 2.5. Adjustments. Notwithstanding anything in this Agreement to the contrary, if, between the date of this Agreement and the Closing Date, the issued and outstanding shares of capital stock of FNT or securities convertible or exchangeable into or exercisable for shares of capital stock of FNT shall have been changed into a different number of shares or a different class by reason of any reclassification, recapitalization, redenomination, merger, issuer tender or exchange offer, or other similar transaction (other than repurchase of shares, issuance of shares pursuant to exercise of stock options or grants of stock options to employees made in the ordinary course of business consistent with past practice), then the consideration set forth in Section 2.1(a) of this Agreement and any other dependent items shall be equitably adjusted and as so adjusted shall, from and after the date of such event, be such consideration or other dependent item.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties of FNF. FNF represents and warrants to FNT as follows:

(a) Organization, Standing and Corporate Power. Each of FNF, each Subject Company and each Subject Company Subsidiary (as hereinafter defined) is a corporation, limited liability company or other legal entity duly organized, validly existing and in good standing (in such jurisdictions where such concept is applicable) under the laws of the jurisdiction of its organization and has the requisite corporate, limited liability company or other entity power and authority to carry on its business as now being conducted. Each of FNF, the Subject Companies and the Subject Company Subsidiaries is duly qualified to do business and is in good standing (in such jurisdictions where such concept is applicable) in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified (individually or in the aggregate) would not have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries). True and complete copies of the Organizational Documents of each Subject Company and each Subject Company Subsidiary as in effect on the date hereof have been heretofore made available to FNT.

(b) Capital Structure of the Subject Companies.

(i) Section 3.1(b)(i) of the Disclosure Schedule sets forth for each Subject Company: (i) the number, type, class and series of equity securities of such Subject Company that are (x) in the case of any Subject Company that is a wholly-owned subsidiary of FNF, issued and outstanding, or (y) in the case of any

Subject Company that is not a wholly-owned subsidiary of FNF, issued and outstanding as of May 31, 2006; (ii) the number of equity securities of such Subject Company reserved for issuance pursuant to outstanding options, warrants or other similar rights; and (iii) the number of equity securities of such Subject Company held by FNF or by such Subject Company in its treasury. Except as set forth above, (A) as of May 31, 2006, no shares of capital stock or other equity securities of any Subject Company that is not a wholly-owned subsidiary of FNF are issued, reserved for issuance or outstanding, and (B) no shares of capital stock or other equity securities of any Subject Company that is a wholly-owned subsidiary of FNF are issued, reserved for issuance or outstanding. All outstanding shares of capital stock, membership interests or other equity securities of each Subject Company are, and all shares, membership interests or other equity securities that may be issued pursuant to any employee stock plan, options, warrants or other similar rights will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. No bonds, debentures, notes or other indebtedness of any Subject Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholders of any Subject Company may vote are issued or outstanding. Except as set forth in Section 3.1(b)(i) of the Disclosure Schedule, FNF is the record and beneficial owner of all of the outstanding shares of capital stock, membership interests or other equity securities of each Subject Company, free and clear of all Liens, but in the case of the Cascade Interests, subject to the terms of the Cascade Timberlands LLC Amended and Restated Limited Liability Company Agreement dated as of December 31, 2004 (the "Cascade LLC Agreement"). Except as set forth in Section 3.1(b)(i) of the Disclosure Schedule, there are no securities, preemptive rights, options, warrants, rights, commitments or agreements of any kind to which FNF or any Subject Company is a party or by which any of them is bound obligating any of them to issue, sell or deliver, or repurchase, redeem or otherwise acquire, shares of capital stock or other equity or voting securities of any Subject Company, or obligating any of them to issue, sell, deliver, grant, extend or enter into any such security, option, warrant, right, commitment or agreement. Except as set forth in Section 3.1(b)(i) of the Disclosure Schedule, neither FNF nor any Subject Company is a party to or bound by any agreement, proxy, voting trust or other arrangement restricting the transfer of any Subject Securities or affecting the voting of any shares of capital stock of FNF or of any Subject Securities. Assuming FNT has the requisite power and authority to be the lawful owner of the Subject Securities, upon the consummation of the transactions contemplated by this Agreement, good and valid title to the Subject Securities will pass to FNT, free and clear of all Liens other than Permitted Liens and in the case of the Cascade Interests, subject to the terms of the Cascade LLC Agreement.

(ii) Section 3.1(b)(ii) of the Disclosure Schedule lists each Subject Company Subsidiary. Except as set forth in Section 3.1(b)(ii) of the Disclosure Schedule, all of the outstanding shares of capital stock or other equity securities of each Subject Company Subsidiary have been validly issued and are fully paid and non-assessable (in the case of any Subject Company Subsidiary that is not

organized in the United States, to the extent such concepts are applicable) and are owned by such Subject Company, free and clear of all Liens other than Permitted Liens. No bonds, debentures, notes or other indebtedness of any Subject Company Subsidiary having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholders of any Subject Company Subsidiary may vote are issued or outstanding. Except as set forth in Section 3.1(b)(ii) of the Disclosure Schedule, there are no securities, preemptive rights, options, warrants, rights, commitments or agreements of any kind to which any Subject Company or any Subject Company Subsidiary is a party or by which any of them is bound obligating any of them to issue, sell or deliver, or repurchase, redeem or otherwise acquire, shares of capital stock or other equity or voting securities of any Subject Company Subsidiary, or obligating any of them to issue, sell, deliver, grant, extend or enter into any such security, option, warrant, right, commitment or agreement. Except as set forth in Section 3.1(b)(ii) of the Disclosure Schedule, no Subject Company nor any Subject Company Subsidiary is a party to or bound by any agreement, proxy, voting trust or other arrangement restricting the transfer or affecting the voting of any shares of capital stock of any Subject Company Subsidiary. Except for the capital stock or other equity securities of the Subject Companies and the Subject Company Subsidiaries and the other ownership interests listed in Section 3.1(b)(ii) of the Disclosure Schedule, none of FNF, the Subject Companies or the Subject Company Subsidiaries owns, directly or indirectly, any capital stock or other ownership interest in any Person other than interests held for investment purposes that do not exceed 10% of the voting securities of any such single Person. Except as set forth in Section 3.1(b)(ii) of the Disclosure Schedule or for investment portfolio activities of any FNF Insurance Company, none of FNF or, to the knowledge of FNF, the Subject Companies (other than FSH or Cascade) or the Subject Company Subsidiaries (other than any subsidiary of FSH or Cascade) is subject to any obligation or requirement or has entered into any agreement to make any investment (in the form of a capital contribution, loan or otherwise) in any Person other than in Subject Companies (other than FSH or Cascade) and Subject Company Subsidiaries (other than any subsidiary of FSH or Cascade).

(iii) Section 3.1(b)(iii) of the Disclosure Schedule sets forth all outstanding stock options, grants of restricted stock, stock appreciation rights, phantom stock, equity awards, and similar rights with respect to FNF as of May 31, 2006, and identifies which options and rights are subject to FNT's obligation to grant Replacement Options or Replacement Restricted Shares (as defined herein) pursuant to Section 5.2 hereof.

(c) Authority; Noncontravention. FNF has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by FNF and the consummation by FNF of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of FNF. This Agreement has been duly executed and delivered by FNF and, assuming this Agreement constitutes the valid and binding agreement of FNT, constitutes a valid and binding obligation of FNF,

enforceable against FNF in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity. Except as set forth in Section 3.1(c) of the Disclosure Schedule, the execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, (x) conflict with any of the provisions of the Organizational Documents of FNF or of any Subject Company or Subject Company Subsidiary, (y) subject to the matters referred to in the next sentence, conflict with, result in a breach of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, require the consent of any Person under, or result in the creation of any Lien on any property or asset of FNF or any Subject Company or Subject Company Subsidiary under, any indenture or other agreement, permit, franchise, license or other instrument or undertaking to which FNF or such Subject Company or Subject Company Subsidiary is a party or by which FNF or any Subject Company or Subject Company Subsidiary or any of their assets is bound or affected, or (z) subject to the matters referred to in the next sentence, contravene any statute, law, ordinance, rule, regulation, order, judgment, injunction, decree, determination or award applicable to FNF or any Subject Company or Subject Company Subsidiary or any of their respective properties or assets, which, in the case of clauses (y) and (z) above, individually or in the aggregate, would reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of any Subject Company and its subsidiaries). No consent, approval or authorization of, or declaration or filing with, or notice to, any court, tribunal, arbitrator or any government or political subdivision thereof, whether federal, state, county, local or foreign, or any agency, authority, official or instrumentality of any such government or political subdivision (a "Governmental Entity"), is required by or with respect to FNF, the Subject Companies or any of the Subject Company Subsidiaries in connection with the execution and delivery of this Agreement by FNF or the consummation by FNF of the transactions contemplated hereby, except for (i) the approvals, filings or notices required under the insurance laws of the jurisdictions set forth in Section 3.1(c) of the Disclosure Schedule, (ii) the filing with the Securities and Exchange Commission (the "SEC") of such reports and other filings under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (iii) the filing with the SEC of the Form S-1, (iv) such other consents, approvals, authorizations, declarations, filings or notices as are set forth in Section 3.1(c) of the Disclosure Schedule, and (v) such other consents, approvals, authorizations, declarations, filings or notices the failure to obtain or make which, in the aggregate, would not have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of any Subject Company and its subsidiaries).

(d) Absence of Certain Changes or Events. Except as set forth in the FNF SEC Documents filed and publicly available prior to the date of this Agreement (the "Filed FNF SEC Documents") or Section 3.1(d) of the Disclosure Schedule or in connection with the transactions contemplated hereby, since December 31, 2005, each of

FNF, the Subject Companies and the Subject Company Subsidiaries has conducted its business only in the ordinary course consistent with past practice, and there has not been (i) any change, circumstance, effect, event, development or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of any Subject Company and its subsidiaries), (ii) any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any of FNF's or the Subject Company's outstanding equity securities (except, in the case of FNF, for ordinary quarterly cash dividends), (iii) any split, combination or reclassification of any of the Subject Companies' outstanding equity securities or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for its outstanding equity securities, (iv) (x) any granting by any Subject Company to any of the President, the Chief Executive Officer, the Chief Financial Officer, the General Counsel or any Executive Vice President (the "Executive Officers") of such Subject Company of any increase in compensation, except in the ordinary course of business consistent with prior practice or as was required under employment agreements in effect as of December 31, 2005, (y) any granting by any Subject Company to any such Executive Officer of any increase in severance or termination pay, except as was required under any employment, severance or termination agreements in effect as of December 31, 2005 or (z) any entry by any Subject Company into any employment, severance or termination agreement with any such Executive Officer or (v) any change in accounting methods, principles or practices by any Subject Company or Subject Company Subsidiary materially affecting its assets, liabilities or business, including in the case of any FNF Insurance Company (as hereinafter defined), any change with respect to the establishment of reserves for unearned premiums, losses and loss adjustment expenses, except insofar as may have been required by a change in GAAP or SAP.

(e) Absence of Changes in Subject Company Benefit Plans. Except as set forth in Section 3.1(e) of the Disclosure Schedule, since December 31, 2005, there has not been any adoption or material amendment by any Subject Company or any Subject Company Subsidiary of any collective bargaining agreement or any Subject Company Benefit Plan (as defined in Section 3.1(f)).

(f) Benefit Plans. (i) Each "employee pension benefit plan" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) (hereinafter a "Pension Plan"), "employee welfare benefit plan" (as defined in Section 3(1) of ERISA) (hereinafter a "Welfare Plan"), and each other plan, arrangement or policy (written or oral) relating to compensation, deferred compensation, severance, fringe benefits or other employee benefits, in each case maintained or contributed to, or required to be maintained or contributed to, by FNF, any Subject Company or any Subject Company Subsidiary for the benefit of any present or former officer, employee, agent, director or independent contractor of FNF, such Subject Company or such Subject Company Subsidiary (all the foregoing being herein called "Subject Company Benefit Plans") has been established, funded, maintained and administered in all material respects in accordance with its terms and in compliance in all

material respects with the applicable provisions of ERISA, the Code, all other applicable laws and all applicable collective bargaining agreements.

(ii) None of FNF, the Subject Companies, the Subject Company Subsidiaries or any other Person or entity that together with such Subject Company is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (each a "Subject Company Commonly Controlled Entity") has incurred any material Liability under Title IV of ERISA (other than for the payment of benefits or Pension Benefit Guaranty Corporation insurance premiums, in either case in the ordinary course).

(iii) No Subject Company Commonly Controlled Entity is obligated to contribute to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) or has withdrawn from or incurred any contractual Liability to any multiemployer plan resulting or which would reasonably be expected to result in any material "withdrawal liability" (within the meaning of Section 4201 of ERISA) that has not been fully paid.

(iv) There are no material Actions or Proceedings pending with respect to any Subject Company Benefit Plans, other than routine benefit claims, qualified domestic relations orders (as defined in Section 206(d) of ERISA) and qualified medical child support orders (as defined in Section 609 of ERISA) and, to FNF's knowledge, no such material Actions or Proceedings are threatened.

(g) Taxes. (i) Each of FNF, the Subject Companies and the Subject Company Subsidiaries has timely filed (taking into account all available extensions) all material tax returns and material reports required to be filed by it or requests for extensions to file such returns or reports have been timely filed, granted and have not expired. All tax returns filed by FNF, the Subject Companies and the Subject Company Subsidiaries are complete and accurate in all material respects. Each of FNF, the Subject Company and each Subject Company Subsidiary has paid (or FNF or such Subject Company has paid on such Subject Company Subsidiaries' behalf) all taxes shown as due on such returns, and the Subject Company Financial Statements and the financial statements contained in the Filed FNF SEC Documents, as the case may be, reflect an adequate reserve for all taxes payable by FNF, the Subject Companies and the Subject Company Subsidiaries for all taxable periods and portions thereof accrued through the date of such financial statements.

(ii) No deficiencies for any taxes have been proposed, asserted or assessed against FNF, any Subject Company or any Subject Company Subsidiary that are not adequately reserved for, except for deficiencies that, individually or in the aggregate, would not have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries), and no requests for waivers of the time to assess any such taxes have been granted or are pending. Except as set forth in Section 3.1(g) of the Disclosure Schedule, the Federal and state income tax returns of FNF, each Subject Company and each of its subsidiaries consolidated in such

returns have been examined by and settled with the United States Internal Revenue Service (the "IRS") or the appropriate state taxation authorities, as the case may be, or the statute of limitations on assessment or collection of any Federal or state income taxes due from such Subject Company or any of its subsidiaries has expired, for all taxable years of such Subject Company or any of its subsidiaries through the taxable year ended December 31, (a) 2001 for Federal income tax purposes and (b) 1999 for state income tax purposes.

(iii) As used in this Agreement, "taxes" shall include all federal, state, local and foreign income, franchise, premium, property, sales, excise, employment, payroll, withholding and other taxes, tariffs or other governmental charges, including interest, penalties and other additions.

(h) No Excess Parachute Payments; Section 162(m) of the Code. (i) Except as set forth in Section 3.1(h) of the Disclosure Schedule, none of the transactions contemplated by this Agreement shall constitute a triggering event under any employment, severance or termination agreement or other compensation arrangement or Subject Company Benefit Plan currently in effect which (either alone or upon the occurrence of any additional or subsequent event) would reasonably be expected to result in any payment, acceleration, vesting or increase in benefits to any current or former officer, employee or director of FNF or of any Subject Company or any of its subsidiaries and which would constitute an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code).

(ii) Except as set forth in Section 3.1(h) of the Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries), the disallowance of a deduction under Section 162(m) of the Code for employee remuneration will not apply to any amount paid or payable by FNF, any Subject Company or any Subject Company Subsidiary under any contract, Subject Company Benefit Plan, program, arrangement or understanding currently in effect.

(i) SEC Documents; Subject Company Financial Statements.

(i) FNF has filed all reports, schedules, forms, statements and other documents required to be filed with the SEC since January 1, 2004 (the "FNF SEC Documents"). As of their respective dates, the FNF SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (together with the rules and regulations thereunder, the "Securities Act") or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such FNF SEC Documents, and none of the FNF SEC Documents as of such dates contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except to the extent that information contained in any FNF SEC Document has been revised or

superseded by a later Filed FNF SEC Document (as defined in Section 3.1(d)), none of the FNF SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) FNF has delivered or made available to FNT copies (which copies are complete and correct) of (A) the unaudited combined balance sheets and related statements of income of Fidelity National Insurance Company, Fidelity National Insurance Services, Inc. and National Alliance Marketing Group, Inc. and their respective consolidated subsidiaries (collectively, the "Specialty Insurance Companies") for the 2004 and 2005 fiscal years and as of March 31, 2006 and for the three months then ended (the "Specialty Insurance Company Financial Statements"), and (B) the unaudited consolidated balance sheet of FNF and its subsidiaries other than FNT, FIS and the Specialty Insurance Companies (such subsidiaries, the "Non-Specialty Insurance Companies") as of April 30, 2006 (the "Non-Specialty Insurance Company Balance Sheet" and, collectively with the Specialty Insurance Company Financial Statements, the "Subject Company Financial Statements"). Except as set forth on Section 3.1(i)(ii) of the Disclosure Schedule, the Specialty Insurance Company Financial Statements were prepared in accordance with GAAP applied on a consistent basis and present fairly in all material respects the financial condition at their respective dates and results of operations of the Specialty Insurance Companies on a combined basis for the periods then ended, subject to the absence of cash flow statements and footnotes and, in the case of the interim financial statements contained therein, to normal year-end adjustments. Except as set forth on Section 3.1(i)(ii) of the Disclosure Schedule, the Non-Specialty Insurance Company Balance Sheet was prepared in accordance with GAAP applied on a consistent basis and presents fairly in all material respects the financial condition at April 30, 2006 of FNF and the Non-Specialty Insurance Companies on a consolidated basis, subject to the absence of cash flow statements and footnotes and to normal year-end adjustments. Except as set forth in the Subject Company Financial Statements or in Section 3.1(i)(ii) of the Disclosure Schedule, no Subject Company or any of its subsidiaries has any material Liabilities that would be required by GAAP to be set forth on a consolidated balance sheet of such Subject Company and its consolidated subsidiaries, other than Liabilities incurred after December 31, 2005 in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, reasonably be expected to have, with respect to such Subject Company and its subsidiaries, a Subject Company Material Adverse Effect.

(iii) The Annual Statement for the year ended December 31, 2005, together with all exhibits and schedules thereto, and any actuarial opinion, affirmation or certification filed in connection therewith, and any Quarterly Statements for periods ended after January 1, 2006, together with all exhibits and schedules thereto, with respect to each Subject Company or Subject Company Subsidiary that is a regulated insurance company (an "FNF Insurance Company"),



in each case as filed with the applicable Insurance Regulator (as hereinafter defined) in such FNF Insurance Company's domiciliary state, were prepared in conformity with SAP and present fairly in all material respects, to the extent required by and in conformity with SAP, the statutory financial condition of such FNF Insurance Company at their respective dates and the results of operations, changes in capital and surplus and cash flow of such FNF Insurance Company for each of the periods then ended. No deficiencies or violations material to the financial condition or operations of any FNF Insurance Company have been asserted in writing by any Insurance Regulator since January 1, 2004 which have not been cured or otherwise resolved to the satisfaction of such Insurance Regulator. Except as set forth in Section 3.1(i)(iii) of the Disclosure Schedule or in such Annual Statement for such FNF Insurance Company, no FNF Insurance Company has any material Liabilities that would be required by SAP to be set forth on a consolidated balance sheet of such FNF Insurance Company and its consolidated subsidiaries or in the notes thereto, other than Liabilities incurred after December 31, 2005 in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, reasonably be expected to have a Subject Company Material Adverse Effect.

(iv) The audited unconsolidated balance sheets of FNF and the related audited unconsolidated statements of earnings, retained earnings and cash flows as of and for the years ended December 31, 2004 and 2005 (collectively, the "Unconsolidated FNF Financial Statements") filed as Schedule II to the consolidated financial statements of FNF filed with FNF's annual report on Form 10-K for the year ended December 31, 2005, when considered in relation to such consolidated FNF financial statements taken as a whole, present fairly, in all material respects, the information set forth therein. Except as set forth in Section 3.1(i)(iv) of the Disclosure Schedule or in the Unconsolidated FNF Financial Statements, FNF has no material Liabilities that would be required by GAAP to be set forth on an unconsolidated balance sheet of FNF or in the notes thereto, other than Liabilities incurred (a) after December 31, 2005 in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect, or (b) in connection with this Agreement and the FIS Merger.

(v) Except as set forth in the Subject Company Financial Statements, the Annual Statement for each FNF Insurance Company and the Unconsolidated FNF Financial Statements, FNF, the Subject Companies and Subject Company Subsidiaries do not have any Liabilities that, individually or in the aggregate, would reasonably be expected to have an FNF Material Adverse Effect.

(j) Information Supplied. None of the information supplied or to be supplied by FNF specifically for inclusion or incorporation by reference in (i) the Form S-1 will at the time the Form S-1 becomes effective under the Securities Act, at the time any amendment or supplement thereto becomes effective under the Securities Act or at the Closing contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light

of the circumstances under which they are made, not misleading, or (ii) the Information Statement will, at the date it is first mailed to FNT's stockholders or at the time of the FNT Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. No representation or warranty is made by FNF in this Section 3.1(j) with respect to information supplied by FNT specifically for inclusion or incorporation by reference in the Form S-1 or the Information Statement.

(k) Compliance with Applicable Laws. Each of FNF, the Subject Companies and the Subject Company Subsidiaries has in full force and effect all Federal, state, local and foreign governmental approvals, authorizations, certificates, consents, filings, franchises, licenses, notices, permits and rights (collectively, "Permits") necessary for it to own, lease or operate its properties and assets and to carry on its business as now conducted, and there has occurred no default under any such Permit, except for the failure of Permits to be in full force and effect and for defaults under Permits which failures or defaults would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries). Except as set forth in Section 3.1(k) of the Disclosure Schedule, each of FNF, the Subject Companies and the Subject Company Subsidiaries is in compliance with all applicable statutes, laws, ordinances, rules, regulations and orders of any Governmental Entity to which they are subject, except for noncompliance that would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries). Except as set forth in Section 3.1(k) of the Disclosure Schedule and except for routine examinations by state Governmental Entities charged with supervision of insurance companies ("Insurance Regulators"), there is no Action or Proceeding by any Governmental Entity pending or, to the knowledge of FNF, threatened against or with respect to FNF or any Subject Company or Subject Company Subsidiary or the Transferred Business, other than, in each case, those the outcome of which would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries). Except as set forth in Section 3.1(k) of the Disclosure Schedule, none of FNF, the Subject Companies and the Subject Company Subsidiaries is a party to any agreement, commitment or understanding, written or oral, with any Insurance Regulator, except for routine agreements, commitments and understandings with such Insurance Regulators which would not, individually or in the aggregate, reasonably be expected to be material to the business of the FNF Insurance Companies taken as a whole.

(l) Litigation. Except as set forth in Section 3.1(l) of the Disclosure Schedule or for matters that, as of the date of this Agreement, are subject to indemnification by FNT in favor of FNF, there is no material Action or Proceeding pending or, to the knowledge of FNF, threatened against or affecting FNF, any Subject Company, any Subject Company Subsidiary or the Transferred Business or seeking to prevent the consummation of any of the transactions contemplated by this Agreement, nor is there

any material judgment, decree, injunction or order of any Governmental Entity outstanding against FNF, any of the Subject Companies, any of the Subject Company Subsidiaries or any Other Assets. For purposes of this Section 3.1(1), the term "material" shall have the meaning specified in Section 3.1(1) of the Disclosure Schedule.

(m) Brokers. No broker, investment banker, financial advisor or other Person, other than Bear, Stearns & Co. Inc., the fees and expenses of which will be paid by FNF, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Asset Contribution, the Spin-off, the FIS Merger, or the other transactions contemplated by this Agreement, based upon arrangements made by or on behalf of FNF.

(n) Opinion of Financial Advisor. FNF has received the opinion of its financial advisor, Bear, Stearns & Co. Inc., to the effect that, as of the date of this Agreement, the consideration to be received by FNF and its stockholders pursuant to this Agreement and the FIS Merger Agreement, taken together, is fair, from a financial point of view, to the stockholders of FNF.

(o) Other Assets. FNF has good and marketable title to or a valid leasehold or license interest in all of the Other Assets, free and clear of all Liens other than Permitted Liens. Assuming FNT has the requisite power and authority to be the lawful owner, lessee or licensee of the Other Assets, upon the consummation of the transactions contemplated by this Agreement, good and marketable title to or a valid leasehold or license interest in the Other Assets will pass to FNT, free and clear of all Liens other than Permitted Liens.

(p) No Guaranty of FIS Obligations. The Subject Companies and the Subject Company Subsidiaries have not guaranteed any material obligations of FIS, any FIS Subsidiary or National Title Insurance of New York, Inc.

(q) Environmental Matters. Except as set forth in Section 3.1(q) of the Disclosure Schedule:

(i) FNF, the Subject Companies and Subject Company Subsidiaries are in compliance with all applicable Environmental Laws, except where failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect (in the case of FNF) or a Subject Company Material Adverse Effect (in the case of such Subject Company and its subsidiaries);

(ii) Since the date that is three years prior to the date of this Agreement or, in the case of any Subject Company or Subject Company Subsidiary in which FNF acquired its interest at a later date, such later date, none of FNF, the Subject Companies or the Subject Company Subsidiaries has received any material Environmental Claim concerning compliance with, or liability under, any Environmental Law with respect to any real property now or formerly owned,

leased or operated by FNF, the Subject Companies and Subject Company Subsidiaries;

(iii) FNF, the Subject Companies and Subject Company Subsidiaries have all material Permits required under applicable Environmental Laws for the conduct of their respective businesses, as presently conducted, and FNF, the Subject Companies and Subject Company Subsidiaries are in material compliance with all such Permits;

(iv) None of FNF, the Subject Companies and Subject Company Subsidiaries is party to, or subject to the terms of, any material order that imposes any future Liability under any Environmental Law in connection with its respective businesses; and

(v) To FNF's knowledge after due inquiry, there have been no releases of Hazardous Materials at, on, under or from any real property now or formerly owned, leased or operated by FNF, the Subject Companies and Subject Company Subsidiaries that would be reasonably likely to result in material Liabilities or obligations under Environmental Law.

(r) FIS Merger Agreement. FNF has delivered or made available to FNT a complete and correct copy of the FIS Merger Agreement.

SECTION 3.2. Representations and Warranties of FNT. FNT represents and warrants to FNF as follows:

(a) Organization, Standing and Corporate Power. Each of FNT and each FNT Subsidiary (as hereinafter defined) is a corporation, limited liability company or other legal entity duly organized, validly existing and in good standing (in such jurisdictions where such concept is applicable) under the laws of the jurisdiction of its organization and has the requisite corporate, limited liability company or other entity power and authority to carry on its business as now being conducted. Each of FNT and each FNT Subsidiary is duly qualified to do business and is in good standing (in such jurisdictions where such concept is applicable) in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified (individually or in the aggregate) would not have an FNT Material Adverse Effect (as hereinafter defined). For purposes of this Agreement, (i) an "FNT Subsidiary" means a subsidiary of FNT, and (ii) an "FNT Material Adverse Effect" means (x) any event, circumstance or change that, individually or in the aggregate, is or would reasonably be likely to be materially adverse to the assets, Liabilities, business, condition (financial or otherwise) or results of operations of FNT and the FNT Subsidiaries taken as a whole, other than any such event, circumstance or change to the extent resulting from (A) changes in general economic conditions affecting the United States occurring after the date hereof, (B) general changes or developments in the industry in which FNT and the FNT Subsidiaries operate occurring after the date hereof, (C) changes in laws or regulations occurring after the date hereof or (D) the announcement of this Agreement and the transactions contemplated

hereby, including any termination of, reduction in or similar negative impact on the relationships, contractual or otherwise, with any customers, distributors, partners or employees of FNT and the FNT Subsidiaries to the extent due to the announcement of this Agreement or the identity of the parties hereto, unless, in the case of the foregoing clause (A) or (B), such changes referred to therein have a materially disproportionate effect on FNT and the FNT Subsidiaries taken as a whole relative to other participants in the industry in which FNT and the FNT Subsidiaries operate, or (y) any material adverse effect on the ability of FNT to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. True and complete copies of the Organizational Documents of FNT and each FNT Subsidiary as in effect on the date hereof have been heretofore made available to FNF.

(b) Capital Structure.

(i) The authorized capital stock of FNT consists of (x) 300,000,000 shares of FNT Class A Common Stock and 300,000,000 shares of FNT Class B Common Stock, and (y) 50,000,000 shares of preferred stock, par value \$0.0001 per share ("FNT Preferred Stock"). 31,147,357 shares of FNT Class A Common Stock, 143,176,041 shares of FNT Class B Common Stock and no shares of FNT Preferred Stock are issued and outstanding. 6,695 shares of FNT Class A Common Stock and no shares of FNT Class B Common Stock are held by FNT Subsidiaries or by FNT in its treasury. 3,024,000 shares of FNT Class A Common Stock are reserved for issuance pursuant to outstanding options to purchase shares of FNT Common Stock granted under the FNT Stock Plan. Except as set forth above, no shares of capital stock or other equity securities of FNT are issued, reserved for issuance or outstanding. All outstanding shares of capital stock of FNT are, and the FNT Shares and any shares issued upon the exercise of options under the FNT Stock Plan will be, when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. No bonds, debentures, notes or other indebtedness of FNT having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholders of FNT may vote are issued or outstanding. Except as set forth above, there are not any securities, preemptive rights, options, warrants, rights, commitments or agreements of any kind to which FNT is a party or by which any of them is bound obligating any of them to issue, sell or deliver, or repurchase, redeem or otherwise acquire, shares of capital stock or other equity or voting securities of FNT, or obligating FNT to issue, sell, deliver, grant, extend or enter into any such security, option, warrant, right, commitment or agreement. Except as set forth in Section 3.2(b)(i) of the Disclosure Schedule, FNT is not a party to or bound by any agreement, proxy, voting trust or other arrangement restricting the transfer of FNT Common Stock or affecting the voting of any shares of capital stock of FNT.

(ii) Section 3.2(b)(ii) of the Disclosure Schedule lists each FNT Subsidiary. Except as set forth in Section 3.2(b)(ii) of the Disclosure Schedule, all of the outstanding shares of capital stock or other equity securities of each FNT Subsidiary have been validly issued and are fully paid and non-assessable (in

the case of any FNT Subsidiary that is not organized in the United States, to the extent such concepts are applicable) and are owned by FNT, free and clear of all Liens. No bonds, debentures, notes or other indebtedness of any FNT Subsidiary having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which the stockholders of any FNT Subsidiary may vote are issued or outstanding. Except as set forth in Section 3.2(b)(ii) of the Disclosure Schedule, there are no securities, preemptive rights, options, warrants, rights, commitments or agreements of any kind to which FNT or any FNT Subsidiary is a party or by which any of them is bound obligating any of them to issue, sell or deliver, or repurchase, redeem or otherwise acquire, shares of capital stock or other equity or voting securities of any FNT Subsidiary, or obligating any of them to issue, sell, deliver, grant, extend or enter into any such security, option, warrant, right, commitment or agreement. Except as set forth in Section 3.2(b)(ii) of the Disclosure Schedule, neither FNT nor any FNT Subsidiary is a party to or bound by any agreement, proxy, voting trust or other arrangement restricting the transfer or affecting the voting of any shares of capital stock of any FNT Subsidiary. Except for the capital stock or other equity securities of such subsidiaries and the other ownership interests listed in Section 3.2(b)(ii) of the Disclosure Schedule, FNT does not own, directly or indirectly, any capital stock or other ownership interest in any Person other than interests held for investment purposes that do not exceed 10% of the voting securities of any such single Person. Except as set forth in Section 3.2(b)(ii) of the Disclosure Schedule or for investment portfolio activities of any FNT Insurance Company, none of FNT or the FNT Subsidiaries is subject to any obligation or requirement and has not entered into any agreement to make any investment (in the form of a capital contribution, loan or otherwise) in any Person.

(c) Authority; Noncontravention. FNT has all requisite corporate power and authority to enter into this Agreement and, subject to the approval of its stockholders as set forth in Section 5.4 (the "FNT Stockholder Approval"), FNT and each of the FNT Subsidiaries have all requisite corporate power and authority to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by FNT and the consummation by FNT of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of FNT, subject to the FNT Stockholder Approval. This Agreement has been duly executed and delivered by and, assuming this Agreement constitutes the valid and binding agreement of FNT, constitutes a valid and binding obligation of FNT, enforceable against FNT in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity. Except as set forth in Section 3.2(c) of the Disclosure Schedule, the execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, (x) conflict with any of the provisions of the Organizational Documents of FNT or of any FNT Subsidiary, (y) subject to the matters referred to in the next sentence, conflict with, result in a breach of or default (with or without notice or lapse of time, or both) under, give rise to a right of termination, cancellation or

acceleration of any obligation or loss of a material benefit under, require the consent of any Person under, or result in the creation of any Lien on any property or asset of FNT or any FNT Subsidiary under, any indenture or other agreement, permit, franchise, license or other instrument or undertaking to which FNT or any of the FNT Subsidiaries is a party or by which FNT or any of the FNT Subsidiaries or any of their assets is bound or affected, or (z) subject to the matters referred to in the next sentence, contravene any statute, law, ordinance, rule, regulation, order, judgment, injunction, decree, determination or award applicable to FNT or any of the FNT Subsidiaries or any of their respective properties or assets, which, in the case of clauses (y) and (z) above, individually or in the aggregate, would reasonably be expected to have an FNT Material Adverse Effect. No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity is required by or with respect to FNT or any of the FNT Subsidiaries in connection with the execution and delivery of this Agreement by FNT or the consummation by FNT or any FNT Subsidiary, as the case may be, of any of the transactions contemplated by this Agreement, except for (i) the approvals, filings or notices required under the insurance laws of the jurisdictions set forth in Section 3.2(c) of the Disclosure Schedule, (ii) the filing with the SEC of such reports and other filings under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, (iii) the filing with the SEC of the Form S-1, the Form S-8 and the Information Statement, (iv) such other consents, approvals, authorizations, filings or notices as are set forth in Section 3.2(c) of the Disclosure Schedule and (v) such other consents, approvals, authorizations, declarations, filings or notices the failure to obtain or make which, in the aggregate, would not have an FNT Material Adverse Effect.

(d) Absence of Certain Changes or Events. Except as set forth in the FNT SEC Documents filed and publicly available prior to the date of this Agreement (the "Filed FNT SEC Documents") or in Section 3.2(d) of the Disclosure Schedule or in connection with the transactions contemplated hereby, since December 31, 2005, each of FNT and the FNT Subsidiaries has conducted its business only in the ordinary course consistent with past practice, and there has not been (i) any change, circumstance, effect, event, development or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have an FNT Material Adverse Effect, (ii) any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any of FNT's outstanding capital stock (other than ordinary quarterly cash dividends), (iii) any split, combination or reclassification of any of its outstanding capital stock or any issuance or the authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of its outstanding capital stock, (iv) (x) any granting by FNT or any of the FNT Subsidiaries to any Executive Officer of FNT or such FNT Subsidiaries of any increase in compensation, except in the ordinary course of business consistent with prior practice or as was required under employment agreements in effect as of December 31, 2005, (y) any granting by FNT or any of the FNT Subsidiaries to any such Executive Officer of any increase in severance or termination pay, except as was required under any employment, severance or termination agreements in effect as of December 31, 2005 or (z) any entry by FNT or any FNT Subsidiary into any employment, severance or termination agreement with any such Executive Officer or other employee or (v) any change in accounting methods, principles

or practices by FNT or any of the FNT Subsidiaries materially affecting its assets, liabilities or business, including any change with respect to the establishment of reserves for unearned premiums, losses and loss adjustment expenses, except insofar as may have been required by a change in GAAP or SAP.

(e) Absence of Changes in FNT Benefit Plans. Except as set forth in the Filed FNT SEC Documents or in Section 3.2(e) of the Disclosure Schedule, since December 31, 2005, there has not been any adoption or material amendment by FNT or any FNT Subsidiary of any collective bargaining agreement or any FNT Benefit Plan (as defined in Section 3.2(f)).

(f) FNT Benefit Plans. (i) Each Pension Plan, Welfare Plan, and each other plan, arrangement or policy (written or oral) relating to compensation, deferred compensation, severance, fringe benefits or other employee benefits, in each case maintained or contributed to, or required to be maintained or contributed to, by FNT or any FNT Subsidiary for the benefit of any present or former officer, employee, agent, director or independent contractor of FNT or any FNT Subsidiary (all the foregoing being herein called "FNT Benefit Plans") has been established, funded, maintained and administered in all material respects in accordance with its terms and in compliance in all material respects with the applicable provisions of ERISA, the Code, all other applicable laws and all applicable collective bargaining agreements.

(ii) None of FNT, the FNT Subsidiaries or any other Person or entity that together with FNT is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (each a "FNT Commonly Controlled Entity") has incurred any material Liability under Title IV of ERISA (other than for the payment of benefits or Pension Benefit Guaranty Corporation insurance premiums, in either case in the ordinary course).

(iii) No FNT Commonly Controlled Entity is obligated to contribute to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) or has withdrawn from or incurred any contractual Liability to any multiemployer plan resulting or which would reasonably be expected to result in any material "withdrawal liability" (within the meaning of Section 4201 of ERISA) that has not been fully paid.

(iv) There are no material Actions or Proceedings pending with respect to any FNT Benefit Plans, other than routine benefit claims, qualified domestic relations orders (as defined in Section 206(d) of ERISA) and qualified medical child support orders (as defined in Section 609 of ERISA) and, to FNT's knowledge, no such material Actions or Proceedings are threatened.

(g) Taxes. (i) Each of FNT and the FNT Subsidiaries has timely filed (taking into account all available extensions) all material tax returns and material reports required to be filed by it or requests for extensions to file such returns or reports have been timely filed, granted and have not expired. All tax returns filed by FNT and the FNT Subsidiaries are complete and accurate in all material respects. FNT and each of the FNT



Subsidiaries have paid (or FNT has paid on the FNT Subsidiaries' behalf) all taxes shown as due on such returns, and the most recent audited consolidated and combined financial statements contained in the Filed FNT SEC Documents reflect an adequate reserve for all taxes payable by FNT and the FNT Subsidiaries for all taxable periods and portions thereof accrued through the date of such financial statements.

(ii) No deficiencies for any taxes have been proposed, asserted or assessed against FNT or any FNT Subsidiary that are not adequately reserved for, except for deficiencies that, individually or in the aggregate, would not have an FNT Material Adverse Effect, and no requests for waivers of the time to assess any such taxes have been granted or are pending. The Federal and state income tax returns of FNT and each FNT Subsidiary consolidated in such returns have been examined by and settled with the United States Internal Revenue Service or the appropriate state taxation authorities, as the case may be, or the statute of limitations on assessment or collection of any Federal or state income taxes due from FNT or any of its subsidiaries has expired, for all taxable years of FNT or any of the FNT Subsidiaries through the taxable year ended December 31, (a) 2001, for Federal income tax purposes and December 31, (b) 1999, for state income tax purposes.

(h) No Excess Parachute Payments; Section 162(m) of the Code. (i) Except as set forth in Section 3.2(h) of the Disclosure Schedule, none of the transactions contemplated by this Agreement shall constitute a triggering event under any employment, severance or termination agreement or other compensation arrangement or FNT Benefit Plan currently in effect which (either alone or upon the occurrence of any additional or subsequent event) would reasonably be expected to result in any payment, acceleration, vesting or increase in benefits to any current or former officer, employee or director of FNT or any of its subsidiaries and which would constitute an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code).

(ii) Except as set forth in Section 3.2(h) of the Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect, the disallowance of a deduction under Section 162(m) of the Code for employee remuneration will not apply to any amount paid or payable by FNT or any FNT Subsidiary under any contract, FNT Benefit Plan, program, arrangement or understanding currently in effect.

(i) SEC Documents; Financial Statements.

(i) FNT has filed all reports, schedules, forms, statements and other documents required to be filed with the SEC since October 1, 2005 (the "FNT SEC Documents"). As of their respective dates, the FNT SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such FNT SEC Documents, and none of the FNT SEC Documents as of such dates contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or

necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except to the extent that information contained in any FNT SEC Document has been revised or superseded by a later Filed FNT SEC Document (as defined in Section 3.2(d)), none of the FNT SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) The consolidated and combined financial statements of FNT included in the FNT SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited consolidated and combined quarterly statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and present fairly, in all material respects, the consolidated and combined financial position of FNT and its subsidiaries as of the dates thereof and the consolidated and combined results of their operations and their cash flows for the periods then ended (subject, in the case of unaudited quarterly statements, to normal year-end adjustments). Except as set forth in the Filed FNT SEC Documents or in Section 3.2(i)(ii) of the Disclosure Schedule, neither FNT nor any FNT Subsidiary has any material Liabilities that would be required by GAAP to be set forth on a consolidated balance sheet of FNT and its consolidated subsidiaries or in the notes thereto, other than Liabilities incurred (a) after December 31, 2005 in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect or (b) in connection with this Agreement and the FIS Merger.

(iii) The Annual Statement for the year ended December 31, 2005, together with all exhibits and schedules thereto, and any actuarial opinion, affirmation or certification filed in connection therewith, and any Quarterly Statements for periods ended after January 1, 2006, together with all exhibits and schedules thereto, with respect to each FNT Subsidiary that is a regulated insurance company (an "FNT Insurance Company"), in each case as filed with the applicable Insurance Regulator, were prepared in conformity with SAP and present fairly in all material respects, to the extent required by and in conformity with SAP, the statutory financial condition of such FNT Insurance Company at their respective dates and the results of operations, changes in capital and surplus and cash flow of such FNT Insurance Company for each of the periods then ended. No deficiencies or violations material to the financial condition or operations of any FNT Insurance Company have been asserted in writing by any Insurance Regulator since January 1, 2004 which have not been cured or otherwise resolved to the satisfaction of such Insurance Regulator. Except as set forth in such Annual Statement for such FNT Insurance Company, no FNT Insurance Company has any material Liabilities that would be required by SAP to be set forth on a consolidated balance sheet of such FNT Insurance Company and its

consolidated subsidiaries or in the notes thereto, other than Liabilities incurred after December 31, 2005 in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect.

(j) Information Supplied. The Form S-1 and the Information Statement will comply as to form in all material respects with the respective requirements of the Securities Act and the Exchange Act and the respective rules and regulations promulgated thereunder. None of the information supplied or to be supplied by FNT specifically for inclusion or incorporation by reference in (i) the Form S-1 will, at the time the Form S-1 becomes effective under the Securities Act, at the time any amendment or supplement thereto becomes effective under the Securities Act, at the time of the meeting of the FNT stockholders to be held for the purpose of approving the FIS Merger or at the Closing contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, or (ii) the Information Statement will, at the date it is first mailed to FNT's stockholders or at the time of the FNT Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, no representation or warranty is made by FNT in this Section 3.2(j) with respect to information supplied by FNT specifically for inclusion or incorporation by reference in the Form S-1 or the Information Statement.

(k) Compliance with Applicable Laws. Each of FNT and the FNT Subsidiaries has in full force and effect all Permits necessary for it to own, lease or operate its properties and assets and to carry on its business as now conducted, and there has occurred no default under any such Permit, except for the failure of Permits to be in full force and effect and for defaults under Permits which failures or defaults would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect. Except as set forth in the Filed FNT SEC Documents, FNT and the FNT Subsidiaries are in compliance with all applicable statutes, laws, ordinances, rules, regulations and orders of any Governmental Entity to which they are subject, except for noncompliance that would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect. Except as set forth in the Filed FNT SEC Documents and except for routine examinations by any Insurance Regulator, there is no Action or Proceeding by any Governmental Entity pending or, to the knowledge of FNT, threatened against or with respect to FNT or any FNT Subsidiary, other than, in each case, those the outcome of which would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect. Except as set forth in Section 3.2(k) of the Disclosure Schedule, neither FNT nor any FNT Subsidiary is a party to any agreement, commitment or understanding, written or oral, with any Insurance Regulator, except for routine agreements, commitments and understandings with such Insurance Regulators which would not, individually or in the aggregate, reasonably be expected to have an FNT Material Adverse Effect.

(l) Litigation. Except as set forth in Section 3.2(1) of the Disclosure Schedule, there is no material Action or Proceeding pending or, to the knowledge of FNT, threatened against or affecting FNT or any of the FNT Subsidiaries or seeking to prevent the consummation of any of the transactions contemplated by this Agreement, nor is there any material judgment, decree, injunction or order of any Governmental Entity outstanding against FNT or any of the FNT Subsidiaries. For purposes of this Section 3.2(1), the term "material" shall have the meaning specified in Section 3.2(1) of the Disclosure Schedule.

(m) Brokers. No broker, investment banker, financial advisor or other Person, other than Banc of America Securities LLC, the fees and expenses of which will be paid by FNT, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Asset Contribution, the Spin-off, or the other transactions contemplated by this Agreement, based upon arrangements made by or on behalf of FNT.

(n) Opinion of Financial Advisor. The special committee of the board of directors of FNT has received the opinion of its financial advisor, Banc of America Securities LLC, to the effect that, as of the date of such opinion, the aggregate number of FNT Shares to be issued by FNT to FNF pursuant to this Agreement in exchange for the Subject Securities and the Other Assets is fair, from a financial point of view, to FNT.

(o) Voting Requirements. The affirmative vote of the holders of at least a majority of the outstanding shares of FNT Common Stock entitled to vote at the FNT Stockholders Meeting, voting as a single class, is the only vote of the holders of any class or series of FNT's capital stock necessary to approve this Agreement and the transactions contemplated by this Agreement.

#### ARTICLE IV

##### COVENANTS

###### SECTION 4.1. Conduct of Business.

(a) Conduct of Business by the Subject Companies. Except as specifically contemplated by this Agreement or as required by applicable law or as set forth on Section 4.1(a) of the Disclosure Schedule, during the period from the date of this Agreement to the Closing, FNF shall cause each of the Subject Companies and the Subject Company Subsidiaries to carry on its business only in the ordinary and usual course of business consistent with past practice and, to the extent consistent therewith, use all reasonable efforts to preserve intact its current business organization, keep available the services of its current officers and employees and preserve its relationships with any Governmental Entities, customers, suppliers, distributors, creditors, lessors, agents, insureds, reinsureds and others having business dealings with it to the end that its goodwill and ongoing businesses shall be unimpaired at the Closing. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the

Closing, except as set forth on Section 4.1(a) of the Disclosure Schedule or as otherwise expressly required by or provided for in this Agreement, FNF shall not permit any Subject Company or Subject Company Subsidiary to, without the prior consent of FNT, which shall not be unreasonably withheld or delayed:

(i) (x) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of such Subject Company's or Subject Company Subsidiary's outstanding capital stock or other equity securities, (y) split, combine or reclassify any of its outstanding capital stock or other equity securities or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its outstanding capital stock or other equity securities, or (z) purchase, redeem or otherwise acquire any shares of outstanding capital stock or other equity securities or any rights, warrants or options to acquire any such shares or other equity securities;

(ii) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock or other equity securities, any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares or other equity securities, voting securities or convertible securities other than upon the exercise of options or warrants issued by it and outstanding on the date of this Agreement;

(iii) acquire, in any transaction or a series of related transactions, by merger or otherwise, (x) any business or any corporation, partnership, joint venture, association or other business organization or division thereof or substantially all of the assets of any of the foregoing, or (y) any assets that are material, individually or in the aggregate, to the Subject Companies and the Subject Company Subsidiaries taken as a whole, except purchases of investment assets in the ordinary course of business consistent with past practice, except in each case for such transactions among Subject Companies and any Subject Company Subsidiaries;

(iv) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets that are material to any Subject Company and its subsidiaries taken as a whole, except in the ordinary course of business consistent with past practice;

(v) amend or propose any change to its Organizational Documents;

(vi) (x) incur any indebtedness for borrowed money or guarantee or otherwise become responsible for any such indebtedness of another Person, other than indebtedness in an amount less than \$5,000,000 individually or \$15,000,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than indebtedness owing to or guarantees of indebtedness owing to such Subject Company or any direct or indirect wholly-owned subsidiary of such Subject Company (it being understood that such Subject

Company's guarantee of the performance of a Subject Company Subsidiary to a third party customer or vendor shall not constitute an incurrence of indebtedness under this subsection), or (y) make any material loans, advances or capital contributions to, or investments in, any other Person, other than to such Subject Company or to any direct or indirect wholly-owned subsidiary of such Subject Company and routine, immaterial advances to employees and other than purchases of investment assets in the ordinary course of business consistent with past practice;

(vii) except in accordance with such Subject Company's or Subject Company Subsidiary's budget as of the date hereof, make or agree to make any new capital expenditure or expenditures which, individually, involves payments of in excess of \$5,000,000 or, in the aggregate, involve payments of in excess of \$15,000,000;

(viii) make any tax election or settle or compromise any income tax Liability that, individually or in the aggregate, would reasonably be expected to have an FNF Material Adverse Effect;

(ix) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities reflected or reserved against in, or contemplated by, the Subject Company Financial Statements as at and for the year ended December 31, 2005 or incurred since December 31, 2005 in the ordinary course of business consistent with past practice, or in amounts not in excess of \$5,000,000 in each case;

(x) settle or compromise any action, suit or other litigation or claim arising out of the transactions contemplated hereby;

(xi) make any change in accounting and, in the case of any FNF Insurance Company, underwriting or actuarial methods, principles or practices used by such Subject Company or Subject Company Subsidiary materially affecting its assets, liabilities or business, including any change with respect to establishment of reserves for unearned premiums, losses and loss adjustment expenses, except insofar as may be required by law or by a change in applicable accounting principles;

(xii) other than in the ordinary course of business consistent with past practice, cancel, modify or waive any material debts or claims held by it or waive any material rights under any material contract to which such Subject Company or Subject Company Subsidiary is a party; or

(xiii) authorize any of, or commit or agree to take any of, the foregoing actions.

(b) Conduct of Business by FNF. Except as specifically contemplated by this Agreement or as required by applicable law or as set forth on Section 4.1(b) of the Disclosure Schedule, during the period from the date of this Agreement to the Closing, FNF shall carry on its business only in the ordinary and usual course of business consistent with past practice. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing, except as set forth on Section 4.1(b) of the Disclosure Schedule or as otherwise expressly required by or provided for in this Agreement, FNF shall not, without the prior consent of FNT, which shall not be unreasonably withheld or delayed:

(i) (x) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its outstanding capital stock or other equity securities, other than ordinary quarterly cash dividends consistent with past practice, or (y) except as required by the terms of any agreement, arrangement or plan in effect as of the date hereof, purchase, redeem or otherwise acquire any shares of outstanding capital stock or other equity securities or any rights, warrants or options to acquire any such shares or other equity securities;

(ii) acquire, in any transaction or a series of related transactions, by merger or otherwise, (x) any business or any corporation, partnership, joint venture, association or other business organization or division thereof or substantially all of the assets of any of the foregoing, or (y) any assets the acquisition of which would result in a material change in the Other Assets;

(iii) make any tax election or settle or compromise any income tax Liability that, individually or in the aggregate, would reasonably be expected to have an FNF Material Adverse Effect;

(iv) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities reflected or reserved against in, or contemplated by, the balance sheet as of December 31, 2005 included in the Unconsolidated FNF Financial Statements or incurred since December 31, 2005 in the ordinary course of business consistent with past practice, or in amounts not in excess of \$10,000,000 in each case;

(v) settle or compromise any action, suit or other litigation or claim arising out of the transactions contemplated hereby;

(vi) acquire any equity securities issued by FIS;

(vii) acquire any equity securities issued by FNT;

(viii) loan or contribute funds to, or acquire any shares of capital stock of, National Title Insurance of New York, Inc.;

(ix) other than in the ordinary course of business consistent with past practice, cancel, modify or waive any material debts or claims held by it or waive any material rights under any material contract to which FNF is a party; or

(x) authorize any of, or commit or agree to take any of, the foregoing actions.

(c) Conduct of Business by FNT. Except as specifically contemplated by this Agreement or as required by applicable law or as set forth on Section 4.1(c) of the Disclosure Schedule, during the period from the date of this Agreement to the Closing, FNT shall, and shall cause the FNT Subsidiaries to, carry on its and their respective businesses only in the ordinary and usual course of business consistent with past practice and, to the extent consistent therewith, use all reasonable efforts to preserve intact its and their respective current business organizations, keep available the services of its and their current officers and employees and preserve its and their relationships with Governmental Entities, customers, suppliers, distributors, creditors, lessors, agents, insureds, reinsureds and others having business dealings with it and them to the end that its and their goodwill and ongoing businesses shall be unimpaired at the Closing. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing, except as set forth on Section 4.1(c) of the Disclosure Schedule or as otherwise expressly required by or provided for in this Agreement, FNT shall not, and shall not permit any of the FNT Subsidiaries to, without the prior consent of FNF, which shall not be unreasonably withheld or delayed:

(i) (x) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any outstanding capital stock or other equity securities of FNT or such FNT Subsidiary, other than ordinary quarterly cash dividends consistent with past practice, (y) split, combine or reclassify any of its outstanding capital stock or other equity securities or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its outstanding capital stock or other equity securities or (z) purchase, redeem or otherwise acquire any shares of outstanding capital stock or other equity securities or any rights, warrants or options to acquire any such shares or other equity securities;

(ii) issue, sell, grant, pledge or otherwise encumber any shares of its capital stock, any other voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, voting securities or convertible securities, other than upon the exercise of options outstanding under the FNT Stock Plan on the date of this Agreement;

(iii) acquire, in any transaction or a series of related transactions, by merger or otherwise, (x) any business or any corporation, partnership, joint venture, association or other business organization or division thereof, or substantially all of the assets of any of the foregoing, or (y) any assets that are material, individually or in the aggregate, to FNT or any FNT Subsidiary, except purchases of investment assets in the ordinary course of business consistent with



past practice, except, in each case, for such transactions among FNT and any FNT Subsidiary or between FNT Subsidiaries;

(iv) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets that are material to FNT or any FNT Subsidiary, except in the ordinary course of business consistent with past practice;

(v) amend or propose any change to its Organizational Documents;

(vi) (x) incur any indebtedness for borrowed money or guarantee or otherwise become responsible for any such indebtedness of another Person, other than indebtedness in an amount less than \$25,000,000 individually or \$50,000,000 in the aggregate, other than in the ordinary course of business consistent with past practice and other than indebtedness owing to or guarantees owing to FNT or any direct or indirect wholly-owned subsidiary of FNT (it being understood that FNT's guarantee of the performance of an FNT Subsidiary to a third party customer or vendor shall not constitute an incurrence of indebtedness under this subsection) or (y) make any material loans, advances or capital contributions to, or investments in, any other Person, other than to FNT or to any direct or indirect wholly-owned subsidiary of FNT and routine, immaterial advances to employees and other than purchases of investment assets in the ordinary course of business consistent with past practice;

(vii) except in accordance with FNT's or such FNT Subsidiary's budget as of the date hereof, make or agree to make any new capital expenditure or expenditures which, individually, involves payments of in excess of \$10,000,000 or, in the aggregate, involve payments of in excess of \$25,000,000 or has not, prior to the date hereof, been budgeted by FNT or such FNT Subsidiary and approved by its board of directors;

(viii) make any tax election or settle or compromise any income tax Liability that, individually or in the aggregate, would reasonably be expected to have an FNT Material Adverse Effect, except in the ordinary course of business consistent with past practice;

(ix) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities reflected or reserved against in, or contemplated by, the audited consolidated and combined financial statements (or the notes thereto) of FNT as at and for the year ended December 31, 2005 or incurred since December 31, 2005 in the ordinary course of business consistent with past practice, or in amounts not in excess of \$10,000,000 in each case;

(x) settle or compromise any action, suit or other litigation or claim arising out of the transactions contemplated hereby;

(xi) make any change in accounting, underwriting or actuarial methods, principles or practices used by FNT or any of the FNT Subsidiaries materially affecting its assets, liabilities or business, including any change with respect to establishment of reserves for unearned premiums, losses and loss adjustment expenses, except insofar as may be required by law or by a change in applicable accounting principles;

(xii) other than in the ordinary course of business consistent with past practice, cancel, modify or waive any material debts or claims held by it or waive any material rights under any material contract to which FNT or any FNT Subsidiary is a party; or

(xiii) authorize any of, or commit or agree to take any of, the foregoing actions.

SECTION 4.2. Advice of Changes. During the period from the date of this Agreement until the Closing, FNF shall give prompt notice to FNT, and FNT shall give prompt notice to FNF, of any event, condition or circumstance of which it becomes aware that would constitute a violation or breach of this Agreement by it; provided, however, that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.

## ARTICLE V

### ADDITIONAL AGREEMENTS

SECTION 5.1. Preparation of Form S-1 and the Information Statement; Preparation of Form S-8.

(a) As soon as practicable following the date of this Agreement, FNT shall prepare, in consultation with FNF, and file with the SEC the Form S-1 (if necessary) and the Information Statement. FNT shall use its reasonable best efforts to respond promptly after consultation with FNF to any comments of the SEC or its staff and to have the Form S-1 declared effective under the Securities Act as promptly as practicable after such filing. FNT shall use its reasonable best efforts to cause the Information Statement to be mailed to FNT's stockholders as promptly as practicable. FNT shall also take, in consultation with FNF, any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required to be taken under any applicable state securities laws in connection with the issuance of the FNT Shares, the Spin-off, the issuance of the Replacement Options and Replacement Restricted Shares (as defined herein) and the adoption of the FNT Stock Plan Amendment. FNT shall not mail or use the Information Statement or any amendment or supplement thereto or any prospectus included in the Form S-1 or any amendment or supplement thereto without the prior approval of FNF of

the form and content thereof, which approval will not be unreasonably withheld or delayed.

(b) As soon as practicable following the completion of the Spin-off, FNT shall prepare, in consultation with FNF, and file with the SEC the Form S-8.

SECTION 5.2. Treatment of FNF Equity Awards. In connection with the Spin-off, each of FNF and FNT shall cooperate and take all actions necessary, including seeking requisite stockholder approval, if necessary, to provide that outstanding equity awards held by employees and directors of FNF who after the Spin-off will be employed by or serve as a director of FNT or any FNT Subsidiary (the "FNT Service Providers") will be treated as follows:

(a) Options. As of the effective time of the Spin-off, each outstanding option to purchase shares of FNF common stock (an "FNF Option") held by an FNT Service Provider will be replaced with an option to purchase shares of FNT Class A Common Stock (a "Replacement Option") granted under the FNT Stock Plan. Each Replacement Option shall be exercisable for a number of shares of FNT Class A Common Stock calculated by multiplying the number of shares of FNF common stock subject to such FNF Option as of the effective time of the Spin-off by the Option Exchange Number, rounding down to the nearest whole number. The "Option Exchange Number" shall equal the closing price of a share of FNF common stock on the business day immediately preceding the date that the Spin-off is consummated divided by the closing price of a share of FNT Class A Common Stock on the date that the Spin-off is consummated (or, if the Spin-off is consummated after the close of trading on the NYSE on such date, on the next business day following such date), rounded to the nearest ten thousandth. The exercise price for each share of FNT Class A Common Stock under a Replacement Option shall be calculated by dividing the exercise price for one share of FNF common stock under the related FNF Option as of the effective time of the Spin-off by the Option Exchange Number, rounding up to the nearest whole cent. No vesting schedule for any Replacement Option shall be modified as a result of the transaction contemplated hereby. Notwithstanding the foregoing, 50% of all FNF Options held as of the effective time of the Spin-off by any Dual Service Provider (other than the FNF Options that are subject to the Option Letter Agreement) will be replaced with Replacement Options, and the remaining 50% of the FNF Options (other than the FNF Options that are subject to the Option Letter Agreement) held by such Dual Service Provider will be assumed by FIS pursuant to the FIS Merger Agreement. The replacement of FNF Stock Options pursuant to this Section 5.2(a) shall in all circumstances satisfy Section 1.409A-1(b)(5)(v)(D) of the Proposed Regulations under Section 409A of the Code or any future guidance promulgated or issued thereunder.

(b) Restricted Stock.

(i) Each holder as of the Record Date of a share of FNF common stock which when issued was subject to forfeiture under an FNF stock plan and which remains subject to forfeiture as of the effective time of the Spin-off (an "FNF Restricted Share"), shall receive the Spin-off dividend pursuant to Section 5.15; provided, however, that such Spin-off dividend shall be subject to the same

terms, conditions and restrictions applicable to its corresponding FNF Restricted Share based upon continued service with FNT and its affiliates.

(ii) Immediately prior to the effective time of the Spin-off, each FNF Restricted Share held by an FNT Service Provider will be forfeited by such FNT Service provider and, as of the effective time of the Spin-off, FNT shall issue in replacement of such FNF Restricted Share, a number of restricted shares of FNT Class A Common Stock (a "Replacement Restricted Share") calculated by multiplying the number of such FNF Restricted Shares by the Restricted Share Exchange Number, rounding down to the nearest whole number. The "Restricted Share Exchange Number" shall equal the product of A divided by B, where A equals the closing price of a share of FNF common stock on the business day immediately preceding the date that the Spin-off is consummated minus the closing price of a share of FNT Class A Common Stock on the business day immediately preceding the date that the Spin-off is consummated, and B equals the closing price of a share of FNT Class A Common Stock on the date that the Spin-off is consummated (or, if the Spin-off is consummated after the close of trading on the NYSE on such date, on the next business day following such date), rounded to the nearest ten thousandth. Each Replacement Restricted Share shall be subject to the same terms, conditions and restrictions applicable to its corresponding FNF Restricted Share based upon continued service with FNT and its affiliates. Notwithstanding the foregoing, 50% of FNF Restricted Shares held as of the effective time of the Spin-off by any Dual Service Provider will be canceled and replaced with Replacement Restricted Shares in accordance with the foregoing, and the remaining 50% of the FNF Restricted Shares held by such Dual Service Provider shall be converted into restricted shares of FIS Common Stock pursuant to the FIS Merger Agreement.

(c) Vesting. Except as may be otherwise set forth in any employment agreement entered into by FNF with any of its employees with respect to FNF Options, FNF shall take all necessary action to ensure that the vesting of outstanding FNF Options under FNF equity compensation plans is not accelerated by the occurrence of the Asset Contribution, the Spin-off or the FIS Merger, including by making any necessary amendments to such equity plans or obtaining any required consents of plan participants.

SECTION 5.3. Employee Benefits. FNT agrees to (i) provide coverage for employees of FNF and the Subject Companies who become employees of FNT or a FNT Subsidiary under its medical, dental and health plans as of the Closing Date, (ii) waive any preexisting conditions, waiting periods and actively at work requirements under such plans, and (iii) cause such plans to honor any expenses incurred by the employees and their beneficiaries under similar plans of FNF and the Subject Companies during the portion of the calendar year in which the Closing occurs but prior to the Closing Date for purposes of satisfying applicable deductible, co-insurance and maximum out-of-pocket expenses. FNT will cause any FNT Benefit Plan (and any other employee benefit plans established by FNT after the date hereof) in which the employees of FNF and the Subject Companies are eligible to participate after the Effective Time to take into account for purposes of eligibility, vesting and benefit accrual thereunder (but, in respect of benefit accrual, only to the extent it would not result in a

duplication of benefits for the same period of service), service with FNF and its Subsidiaries as if such service were with FNT, to the same extent such service was credited under a comparable plan of FNF or any of the Subject Companies prior to the Closing Date. With respect to (i) all FNF employee benefit plans within the meaning of Section 3(3) of ERISA, including the Fidelity National Financial Group 401(k) Profit Sharing Plan, and (ii) the FNF Employee Stock Purchase Plan, FNF shall, to the extent any such plan is not terminated (and all assets distributed and all liabilities satisfied) prior to the Closing Date, cause the sponsorship of such plans to be transferred to FNT on or prior to the Closing Date, together with all insurance policies, bonds, and trust, services and other agreements relating to such plans, and FNT agrees to assume, or cause a FNT Subsidiary to assume such plans and liabilities.

SECTION 5.4. FNT Stockholders Meeting. FNT shall use reasonable best efforts to take all action necessary in accordance with applicable law and its Organizational Documents to convene a meeting of its stockholders (the "FNT Stockholders Meeting") as promptly as practicable to consider and vote upon the approval of (i) the issuance of the FNT Shares, (ii) the adoption of the FNT Stock Plan Amendment and (iii) the adoption of the Amended and Restated Articles. FNT shall, through its board of directors, recommend to its stockholders approval of the foregoing matters. FNF agrees to vote the shares of FNT Common Stock held by it in favor of approval of the foregoing matters at the FNT Stockholders Meeting.

SECTION 5.5. Access to Information.

(a) FNT shall afford to FNF and the officers, employees, counsel, financial advisors, accountants, actuaries and other representatives ("Representatives") of FNF reasonable access during normal business hours during the period prior to the Closing to all of its properties, books, contracts, commitments, personnel and records and, during such period, FNT shall furnish as promptly as practicable to FNF such information concerning its business, properties, financial condition, operations and personnel as FNF may from time to time reasonably request.

(b) FNF shall afford to FNT and the Representatives of FNT reasonable access during normal business hours during the period prior to the Closing to all of the properties, books, contracts, commitments, personnel and records of the Subject Companies or relating to the Other Assets and the Assumed Liabilities and, during such period, FNF shall furnish as promptly as practicable to FNT such information concerning the business, properties, financial condition, operations and personnel of the Subject Companies or relating to the Other Assets and the Assumed Liabilities as FNT may from time to time reasonably request.

(c) Each party agrees that its officers will confer on a regular and frequent basis with the officers of the other party with respect to their respective operations, provided that the parties will not confer on any matter to the extent inconsistent with applicable law.

(d) After the Closing, upon reasonable notice, each party (the "Providing Party") shall furnish or cause to be furnished to the other party (the "Requesting Party") and its Representatives during normal business hours and at the expense of the

Requesting Party such assistance and access to information, including all original agreements, documents, books, records and files, of the Providing Party and its subsidiaries as the Requesting Party shall reasonably request in connection with financial reporting and accounting matters, the preparation of and filing of any tax returns, reports or forms or the defense of any tax claim or assessment, the preparation and filing of reports and other filings with any Governmental Entity or any other reasonable purpose, provided that such assistance and access does not unreasonably disrupt the normal operations of the Providing Party or any of its subsidiaries. Except as required by applicable law, all confidential information of the Providing Party so obtained by the Requesting Party shall be kept confidential by the Requesting Party.

SECTION 5.6. Reasonable Best Efforts. Upon the terms and subject to the conditions and other agreements set forth in this Agreement, each of the parties agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

SECTION 5.7. Public Announcements. FNT and FNF shall consult with each other before issuing, and provide each other with the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law, court process or by obligations pursuant to any listing agreement with any national securities exchange (in which case the party subject to such obligations shall advise the other party of such requirement).

SECTION 5.8. Consents, Approvals and Filings. FNF and FNT shall use reasonable best efforts to make and cause their respective subsidiaries to make all necessary filings, as soon as practicable, including those required under the Securities Act, the Exchange Act, state securities laws and state insurance laws in order to facilitate prompt consummation of the transactions contemplated by this Agreement. In addition, FNF and FNT shall each use its reasonable best efforts, and shall cooperate fully with each other (i) to comply as promptly as practicable with all governmental requirements applicable to the transactions contemplated by this Agreement and (ii) to obtain as promptly as practicable all necessary permits, orders or other consents, approvals or authorizations of Governmental Entities and consents or waivers of all third parties necessary or advisable for the consummation of the transactions contemplated by this Agreement. Each of FNF and FNT shall use its reasonable best efforts to provide such information and communications to Governmental Entities as such Governmental Entities may reasonably request. Each of FNF and FNT shall provide to the other party copies of all applications at least three business days in advance of filing or submission of such applications to Governmental Entities in connection with this Agreement.

SECTION 5.9. Directors and Officers. FNT shall cause (a) the membership of the board of directors of FNT to be as set forth on Section 5.9(a) of the Disclosure Schedule and (b) each individual listed on Section 5.9(b) of the Disclosure Schedule to hold the office or offices set forth thereon opposite such individual's name, in each case effective upon the consummation of the Closing. In the event that any person listed on Section 5.9(a) or 5.9(b) of

the Disclosure Schedule is unwilling or unable to serve in the capacity indicated, FNF and FNT shall mutually agree upon a substitute for such person.

SECTION 5.10. Section 16 Matters. Each of FNF and FNT and their respective boards of directors (and any committees thereof) shall adopt such resolutions as are necessary for purposes of Rule 16b-3 under the Exchange Act to specifically approve any acquisitions or dispositions of equity securities of FNF or FNT (including derivative securities) in connection with this Agreement, in each case by each officer or director of FNF or FNT who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to FNF or FNT, as the case may be.

SECTION 5.11. Related Party Agreements.

(a) FNT and FNF shall, and shall cause their respective subsidiaries that are party to any of the agreements listed on Section 5.11 of the Disclosure Schedule (the "Related Party Agreements") to, enter into the amendments to the Related Party Agreements described in Section 5.11 of the Disclosure Schedule, which amendments shall be effective at or prior to the Closing.

(b) At or prior to the Closing, FNT shall, and FNF shall cause FIS to, enter into the Cross-Indemnity Agreement, which shall be effective as of the Closing.

(c) At or prior to the Closing, FNT and FNF shall, and FNF shall cause FIS to, enter into the Tax Disaffiliation Agreement, which shall be effective as of the Closing.

SECTION 5.12. Certain Contributions.

(a) Prior to the Closing, FNT shall contribute all the shares of capital stock of the FNT Subsidiaries held by FNT to a newly-formed, wholly-owned subsidiary of FNT.

(b) Prior to the Closing, FNF shall contribute to FIS all the shares of capital stock of National Title Insurance of New York, Inc.

SECTION 5.13. Amended and Restated Articles. Immediately after the consummation of the FIS Merger, FNT shall file the Amended and Restated Articles with the Secretary of State for the State of Delaware, such Amended and Restated Articles to be effective upon such filing.

SECTION 5.14. Intercompany Agreements. At or prior to the Closing, FNF and FNT shall cause all of the agreements listed on Section 5.15 of the Disclosure Schedule (the "Intercompany Agreements") to be terminated.

SECTION 5.15. Spin-off.

(a) Immediately following the FNT Stockholders Meeting, the board of directors of FNF shall approve and formally declare the Spin-off dividend (the "Spin-off Declaration") and set the Record Date. Immediately following the Closing, FNF shall deliver to Continental Stock Transfer & Trust Company (the "Transfer Agent")

certificates representing the shares of FNT Class A Common Stock to be delivered to the holders of FNF common stock entitled thereto in connection with the Spin-off, and immediately prior to the consummation of the FIS Merger, the Transfer Agent shall distribute to each holder (other than FNF or any FNF Subsidiary) of record of common stock of FNF, as of the close of business on the record date designated by or pursuant to the authorization of the board of directors of FNF, such number of shares of FNT Class A Common Stock as shall be determined in accordance with the formula set forth in the Spin-off Declaration.

(b) FNT agrees to take any and all actions and enter into any and all agreements and arrangements reasonably requested by FNF to facilitate the Spin-off (no matter the form of the Spin-off), including with respect to the matters set forth in Sections 5.1 and 5.20 of this Agreement, and to cooperate with FNF in connection with the Spin-off. FNT shall use its reasonable best efforts to cause its Representatives to cooperate with FNF in connection with the Spin-off, including making FNT executives available for any roadshow presentations, providing any indemnities and causing comfort letters, legal opinions and disclosure letters required by FNF to be provided in connection therewith and shall take all actions necessary or desirable to cause such documents to be in customary form.

(c) No certificates representing fractional shares of FNT Class A Common Stock will be distributed in the Spin-off. As soon as practicable after the consummation of the Spin-off, FNT shall direct the Transfer Agent to determine the number of whole shares and fractional shares of FNT Class A Common Stock allocable to each holder of record or beneficial owner of FNF Common Stock otherwise entitled to fractional shares of FNT Class A Common Stock, to aggregate all such fractional shares and sell the whole shares obtained thereby, in open market transactions or otherwise, in each case at then prevailing trading prices, and to cause to be distributed to each such holder or for the benefit of each such beneficial owner to which a fractional share shall be allocable such holder or owner's ratable share of the proceeds of such sale, after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes and to repay expenses reasonably incurred by the Transfer Agent, including all brokerage charges, commissions and transfer taxes, in connection with such sale. FNT and the Transfer Agent shall use their commercially reasonable efforts to aggregate the shares of FNT Class A Common Stock that may be held by any beneficial owner thereof through more than one account in determining the fractional share allocable to such beneficial owner.

#### SECTION 5.16. Indemnification and Insurance.

(a) From and after the Closing, FNT agrees that it will indemnify and hold harmless each person who is, or has been at any time prior to the date hereof or who becomes prior to the Closing, (i) an officer or director of FNF or (ii) an officer or director of any other enterprise at the request of FNF (the "Indemnified Parties"), in respect of all acts or omissions occurring at or prior to the Closing (including in respect of the transactions contemplated by this Agreement), to the same extent provided under the Organizational Documents of FNF as in effect on the date hereof; provided that such



indemnification shall be subject to any limitation imposed from time to time under applicable law. Each Indemnified Party shall be entitled to advancement of expenses, provided such Indemnified Party provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification. Any determination to be made as to whether any Indemnified Party has met any standard of conduct imposed by law shall be made by legal counsel reasonably acceptable to such Indemnified Party and FNT, retained at FNT's expense.

(b) FNT shall purchase and maintain for a period of not less than six years from the Closing Date a directors' and officers' insurance and indemnification policy providing coverage for events occurring prior to the Closing (the "New D&O Insurance") for all Persons who are directors, officers or employees of FNF or any subsidiary on the date of this Agreement (other than for any director, officer or employee of FIS or any subsidiary of FIS acting in his or her capacity as such). The New D&O Insurance shall (i) provide coverage substantially the same as that provided under the directors' and officers' insurance and indemnification policy currently maintained for the benefit of such Persons (the "Existing D&O Insurance"), (ii) be issued by an issuer that has a claims-paying rating at least equal to that of the issuer of the Existing D&O Insurance, and (iii) be on terms and subject to conditions that are no less advantageous to such Persons than the Existing D&O Insurance to the extent commercially available.

(c) FNT agrees to pay all costs and expenses (including fees and expenses of counsel) that may be incurred by any Indemnified Parties in successfully enforcing the indemnity or other obligations of FNT under this Section 5.16. The provisions of this Section 5.16 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties, their heirs and their representatives. This Section 5.16 shall not limit any other indemnification rights any Indemnified Party may have against FNF or any subsidiary.

(d) In the event that FNT or any of its successors or assigns (i) consolidates or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision will be made so that the successors and assigns of FNT assume the obligations set forth in this Section 5.16.

SECTION 5.17. NYSE Listing. FNT shall use its reasonable best efforts to cause the shares of FNT Class A Common Stock (i) constituting the FNT Shares and (ii) to be reserved for issuance upon conversion of the Replacement Options, to be authorized for listing on the New York Stock Exchange subject to official notice of issuance, prior to the Closing Date.

SECTION 5.18. Conversion of FNT Class B Common Stock. Concurrently with the Closing, and immediately prior to the consummation of the Spin-off in accordance with Section 5.15, FNF shall convert all shares of FNT Class B Common Stock held by it into shares of FNT Class A Common Stock in the manner set forth in the articles of incorporation of FNT in effect prior to the amendment thereof contemplated by this Agreement, and FNT shall deliver to FNF a certificate or certificates representing such shares of FNT Class A Common Stock and

shall do all things necessary and proper to give effect to and record such conversion in the books and records of FNT.

SECTION 5.19. Repayment of Promissory Notes. Prior to the Closing, FNF shall repay the outstanding principal and interest owing under the intercompany promissory notes referred to in item 10 of Section 4.1(c) of the Disclosure Schedule.

## ARTICLE VI

### CONDITIONS PRECEDENT

SECTION 6.1. Conditions Precedent to Each Party's Obligations. The respective obligations of each party to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing Date of the following conditions:

(a) Governmental and Regulatory Consents. All filings required to be made prior to the Closing with, and all consents, approvals, permits and authorizations required to be obtained prior to the Closing from, Governmental Entities, including those set forth in Sections 3.1(c) and 3.2(c) of the Disclosure Schedule, in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been made or obtained (as the case may be), and such consents, approvals, permits and authorizations shall be subject to no conditions other than (i) conditions customarily imposed by insurance regulatory authorities or (ii) other conditions that would not, individually or in the aggregate, reasonably be expected to have an FNF Material Adverse Effect or an FNT Material Adverse Effect. With respect to any notifications required pursuant to the HSR Act in connection with this Agreement, the applicable waiting period and any extensions thereof shall have expired or been terminated.

(b) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other order issued by any Governmental Entity of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the transactions contemplated hereby shall be in effect and no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law deemed applicable to the transactions contemplated hereby individually or in the aggregate resulting in, or that is reasonably likely to result in, any of the foregoing; provided, however, that the party invoking this condition shall have used reasonable efforts to have any such order or injunction vacated.

(c) FNT Stockholder Approval. The issuance of the FNT Shares, the adoption of the FNT Stock Plan Amendment and the adoption of the Amended and Restated Articles shall have been approved or adopted, as the case may be, by the affirmative vote of the stockholders of FNT by the requisite vote in accordance with the Delaware General Corporation Law and the requirements of the New York Stock Exchange Listed Company Manual.

(d) Form S-1. The Form S-1 shall have become effective under the Securities Act and shall not be the subject of any stop order and no proceedings for that purpose shall have been initiated or threatened by the SEC.

(e) FIS Merger Agreement. The FIS Merger Agreement shall be in full force and effect, all of the conditions to the consummation of the FIS Merger contemplated thereby shall have been satisfied or waived (other than the occurrence of the Spin-off) and FNF and FIS shall be ready to complete the FIS Merger immediately after the effective time of the Spin-off.

(f) Amendment of Related Party Agreements. The Related Party Agreements shall have been amended in accordance with Section 5.11.

(g) Termination of Intercompany Agreements. FNF and FNT shall have terminated all of the Intercompany Agreements.

SECTION 6.2. Conditions Precedent to Obligations of FNT. The obligations of FNT to consummate the transactions contemplated hereby are further subject to the satisfaction on or prior to the Closing Date of the following conditions, any one or more of which may be waived by FNT to the extent permitted by applicable law:

(a) Representations and Warranties. The representations and warranties of FNF set forth in this Agreement shall be true and correct (without regard to any qualifications or references to FNF Material Adverse Effect, Subject Company Material Adverse Effect, "material", "knowledge" or any other materiality or knowledge qualifications or references contained in any specific representation or warranty), in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except (i) to the extent any such representation and warranty speaks as of an earlier date, in which event such representation and warranty shall be true and correct as of such date, and (ii) where any failure of the representations or warranties in the aggregate to be true and correct would not reasonably be expected to have an FNF Material Adverse Effect, provided that the representations and warranties of FNF made in Section 3.1(b), the first sentence of Section 3.1(a) and the first, second and third sentences of Section 3.1(c) shall be true and correct in all material respects. FNT shall have received a certificate dated as of the Closing Date and signed on behalf of FNF by a duly authorized executive officer of FNF confirming, to such officer's knowledge, the matters set forth in this Section 6.2(a) and Sections 6.2(f) and 6.2(g).

(b) Performance of Obligations of FNF. FNF shall have complied with or performed in all material respects all covenants and agreements required by this Agreement to be complied with or performed by it under this Agreement at or prior to the Closing Date, and FNT shall have received a certificate dated as of the Closing Date and signed on behalf of FNF by a duly authorized executive officer of FNF to such effect.

(c) Third-Party Consents and Waivers. All consents and waivers required to be obtained by FNF from third parties other than Governmental Entities in connection with the consummation of the transactions contemplated hereby shall have been obtained,

other than those which, if not obtained, individually or in the aggregate, would not have an FNF Material Adverse Effect.

(d) Other Agreements. FIS shall have executed and delivered the Cross-Indemnity Agreement and FNF and FIS shall have executed and delivered the Tax Disaffiliation Agreement.

(e) Tax Matters. FNF shall have received (i) an opinion of its special tax advisor, Deloitte Tax LLP, in substance and form reasonably satisfactory to FNT, dated the Closing Date, to the effect that, for U.S. federal income tax purposes, the Asset Contribution will qualify as a reorganization within the meaning of Section 368(a) of the Code (taking into account the Spin-off), and the Spin-off will qualify as a tax-free transaction under Section 355 and related provisions of the Code (including Section 361(c)(1)) for both FNF and its stockholders, and (ii) from the IRS a private letter ruling, in substance and form reasonably satisfactory to FNT, that specifically includes rulings 1, 6, 15, 24 and 25 as requested in Section VI of the request letter from Deloitte Tax LLP to the IRS dated June 2, 2006, or rulings substantially to that effect, and such rulings shall be in full force and effect.

(f) FNF Board Approval of Spin-off. The board of directors of FNF shall have adopted the Spin-off Declaration.

(g) Assumed Liabilities. As of the Closing, the total Assumed Liabilities (other than Liabilities subject to indemnification obligations by FNT in favor of FNF as of the date of this Agreement) that would be reflected on an unconsolidated balance sheet of FNF prepared in accordance with GAAP shall not exceed \$100,000,000.

SECTION 6.3. Conditions Precedent to Obligations of FNF. The obligations of FNF to consummate the transactions contemplated hereby are further subject to the satisfaction on or prior to the Closing Date of the following conditions, any one or more of which may be waived by FNF to the extent permitted by applicable law:

(a) Representations and Warranties. The representations and warranties of FNT set forth in this Agreement shall be true and correct (without regard to any qualifications or references to FNT Material Adverse Effect, "material", "knowledge" or any other materiality or knowledge qualifications or references contained in any specific representation or warranty), in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except (i) to the extent any such representation and warranty speaks as of an earlier date, in which event such representation and warranty shall be true and correct as of such date, and (ii) where any failure of the representations or warranties in the aggregate to be true and correct would not reasonably be expected to have an FNT Material Adverse Effect, and FNF shall have received a certificate dated as of the Closing Date and signed on behalf of FNT by a duly authorized executive officer of FNT confirming, to such officer's knowledge, the matters set forth in this Section 6.3(a).

(b) Performance of Obligations of FNT. FNT shall have complied with or performed in all material respects all covenants and agreements required by this Agreement to be complied with or performed by it under this Agreement at or prior to the Closing Date, and FNF shall have received a certificate dated as of the Closing Date and signed on behalf of FNT by a duly authorized executive officer of FNT to such effect.

(c) Third-Party Consents and Waivers. All consents and waivers required to be obtained by FNT from third parties other than Governmental Entities in connection with the consummation of the transactions contemplated hereby shall have been obtained, other than those which, if not obtained, individually or in the aggregate, would not have an FNT Material Adverse Effect.

(d) Other Agreements. FNT shall have executed and delivered the Cross-Indemnity Agreement and the Tax Disaffiliation Agreement.

(e) NYSE Listing. The shares of FNT Class A Common Stock (i) constituting the FNT Shares and (ii) to be reserved for issuance upon conversion of the Replacement Options, shall have been authorized for listing on the New York Stock Exchange upon official notice of issuance.

(f) Tax Matters. FNF shall have received (i) an opinion of its special tax advisor, Deloitte Tax LLP, in substance and form satisfactory to FNF, dated the Closing Date, to the effect that, for U.S. federal income tax purposes, the Asset Contribution will qualify as a reorganization within the meaning of Section 368(a) of the Code (taking into account the Spin-off), and the Spin-off will qualify as a tax-free transaction under Section 355 and related provisions of the Code (including Section 361(c)(1)) for both FNF and its stockholders, and (ii) from the IRS a private letter ruling, in substance and form satisfactory to FNF, that specifically includes rulings 1, 6, 15, 24 and 25 as requested in Section VI of the request letter from Deloitte Tax LLP to the IRS dated June 2, 2006, or rulings substantially to that effect, and such rulings shall be in full force and effect.

## ARTICLE VII

### TERMINATION, AMENDMENT AND WAIVER

SECTION 7.1. Termination. This Agreement may be terminated and abandoned at any time prior to the Closing, whether before or after approval of matters presented in connection with the FNT Stockholders Meeting:

(a) by mutual written consent of FNT and FNF, as authorized by action of the respective special committees of independent members of the boards of directors of FNT and FNF;

(b) by either FNT or FNF:

(i) if, upon a vote at the FNT Stockholders Meeting or any adjournment or postponement thereof, the FNT Stockholder Approval shall not have been obtained;

(ii) if the Closing shall not have been consummated on or before December 31, 2006; provided that the right to terminate this Agreement pursuant to this clause (ii) shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the failure of the Closing to be consummated by such date;

(iii) if the FIS Merger Agreement shall have been terminated;

(iv) if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and nonappealable; or

(c) by FNF in its sole discretion.

SECTION 7.2. Effect of Termination. In the event of termination of this Agreement by either FNF or FNT as provided in Section 7.1, this Agreement shall forthwith become void and have no effect, without any Liability on the part of FNF or FNT, other than Section 3.1(m), Section 3.2(m), this Section 7.2 and Article VIII. Nothing contained in this Section 7.2 shall relieve any party from any Liability resulting from any willful and material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement. If FNF terminates this Agreement pursuant to Section 7.1(c), FNF shall reimburse FNT for all of its reasonable costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees of Banc of America Securities LLC and FNT's attorneys and accountants and any SEC filing expenses incurred in connection with the FNT Stockholder Approval.

SECTION 7.3. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties, as authorized by action of the respective special committees of independent members of the boards of directors of each of the parties.

SECTION 7.4. Extension; Waiver. At any time prior to the Closing, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) subject to Section 7.3, waive compliance with any of the agreements of the other parties contained in this Agreement. The conditions to each of the parties' obligations to consummate the transactions contemplated hereby are for the sole benefit of such party and may be waived by such party in whole or in part. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

## ARTICLE VIII

### GENERAL PROVISIONS

SECTION 8.1. Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing. This Section 8.1 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Closing.

SECTION 8.2. Fees and Expenses. Except as otherwise provided in Section 7.2, prior to the Closing each party hereto shall pay its own fees and expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby. For the avoidance of doubt, FNT shall bear all SEC registration fees, any state filing fees, and all printing, mailing, solicitation and other expenses associated with the Information Statement, the Form S-1 and the FNT Stockholder Vote. All transfer, documentary, sales, use, stamp, registration and other such taxes and fees (including penalties and interest) incurred in connection with the transactions contemplated by this Agreement shall be paid by FNT when due, and FNT will indemnify FNF against Liability for any such taxes.

SECTION 8.3. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered Personally or sent by overnight courier (providing proof of delivery) or by facsimile to the parties at the following addresses or facsimile numbers (or as shall be specified by like notice):

(a) if to FNF, to

601 Riverside Ave.,  
Jacksonville, FL 32207  
Fax: (904) 357-1005  
Attention: General Counsel

and, if prior to Closing, with a copy (which shall not constitute notice) to:

LeBoeuf, Lamb, Greene & MacRae LLP  
125 West 55th Street  
New York, NY 10019  
Fax: (212) 424-8500  
Attention: Robert S. Rachofsky  
Gary D. Boss

and, if prior to Closing, with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004  
Fax: (212) 558-3588  
Attention: Neil T. Anderson  
John J. O'Brien

(b) if to FNT, to

601 Riverside Ave.,  
Jacksonville, FL 32207  
Fax: (904) 854-4380  
Attention: General Counsel

and, if prior to Closing, with a copy (which shall not constitute notice) to:

Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, FL 32202  
Fax: (904) 359-8700  
Attention: Charles V. Hedrick, Esq.

Any notice, request or other communication given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered Personally; on the next business day after deposit with an overnight courier, if sent by an overnight courier; or upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request or other communication shall be followed up within one business day by dispatch pursuant to one of the other methods described herein).

SECTION 8.4. Interpretation. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Any fact or item disclosed on any section of the Disclosure Schedule shall be deemed disclosed on all other sections of the Disclosure Schedule to the extent such fact's or item's application to such other section is reasonably apparent on the face of the Disclosure Schedule. Disclosure of any item in the Disclosure Schedule shall not be deemed an admission that such item represents a material item, fact, exception of fact, event or circumstance or that occurrence or non-occurrence of any change or effect related to such item would result in an FNF Material Adverse Effect or an FNT Material Adverse Effect. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

SECTION 8.5. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall



become effective when one or more counterparts have been signed by each party and delivered to the other party.

SECTION 8.6. Entire Agreement; Third-Party Beneficiaries. This Agreement (including the Disclosure Schedule) and the other agreements referred to herein constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. Except as expressly provided in Section 5.16, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their successors and permitted assigns any legal or equitable rights, remedies or claims. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with this Agreement without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

SECTION 8.7. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise (other than by operation of law in a merger) by any party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SECTION 8.8. Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

SECTION 8.9. Enforcement; Venue; Waiver of Jury Trial.

(a) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state court, which in either case is located in Jacksonville, Florida (any such federal or state court, a "Jacksonville Court"), in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any Jacksonville Court in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such Jacksonville Court and (c) agrees that it will not bring any action relating to this Agreement or any of

the transactions contemplated by this Agreement in any court other than a Jacksonville Court.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.9.

SECTION 8.10. Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

IN WITNESS WHEREOF, FNF and FNT have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

FIDELITY NATIONAL FINANCIAL, INC.

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Name: -----  
Title: -----  
-----

FIDELITY NATIONAL TITLE GROUP, INC.

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Name: -----  
Title: -----  
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SCHEDULE A

SCHEDULED ENTITIES

Fidelity National Insurance Company

Fidelity National Insurance Services, Inc.

Fidelity National Timber Resources Inc.

FNF Capital Leasing, Inc.

FNF Holding, LLC

FNF International Holdings, Inc.

National Alliance Marketing Group, Inc.

Rocky Mountain Aviation, Inc.

## TAX DISAFFILIATION AGREEMENT

THIS TAX DISAFFILIATION AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, is by and among Fidelity National Financial, Inc. ("FNF"), a Delaware corporation, Fidelity National Title Group, Inc. ("FNT"), a Delaware corporation, and Fidelity National Information Services Inc. ("FIS"), a Georgia corporation.

WHEREAS, as set forth in the Securities Exchange and Distribution Agreement dated as of June 25, 2006 by and between FNF and FNT (the "Distribution Agreement"), FNF will transfer to FNT certain assets and liabilities and then distribute all of the shares of FNT Class A Common Stock it holds on the date specified in the Distribution Agreement (the "Distribution Date") in a transaction (the "Distribution") designed to qualify as a tax-free reorganization and distribution pursuant to sections 368(a)(1)(D) and 355 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, FNF is, and will be until the Distribution is effective, the common parent of the affiliated group of corporations within the meaning of section 1504(a) of the Code that includes FNT and its eligible subsidiary corporations;

WHEREAS, immediately after the Distribution, FNT and FNF will no longer be members of the same affiliated group;

WHEREAS, after the Distribution, FNF will merge with and into FIS in a transaction designed to qualify under section 368(a)(1)(A) (the "Merger") and FNF will cease its separate corporate existence; and

WHEREAS, in connection with the Distribution and the Merger the parties hereto desire to enter into this Agreement, setting forth their agreement with respect to certain Tax matters from and after the Distribution Date.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 In General. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Acquisition" means any acquisition of FNT stock or FIS stock, as applicable (including without limitation a stock redemption) or issuance of FNT stock or FIS stock, as applicable, excluding (a) the issuance of stock by FIS in connection with the acquisition of the assets of FNF in the Merger; (b) the distribution of FNT stock in the Distribution; (c) any acquisition of stock that qualifies under section 1.355-7(d)(7) of the Treasury Regulations or any successor thereto, section 1.355-7(d)(8) of the Treasury Regulations or any successor thereto or section 1.355-7(d)(9) of the Treasury Regulations or any successor thereto; (d) any acquisition of FIS stock held by an existing shareholder

of FIS prior to the effective time of the Merger, including, without limitation, any sale of such FIS stock by such a shareholder pursuant to the exercise of registration rights by such shareholder; (e) any vesting of FIS restricted stock that is granted or issued in connection with the Distribution or the Merger; and (f) any acquisition of FIS stock pursuant to the exercise of any option to acquire FIS stock that is granted in connection with the Distribution or the Merger.

"Adverse Consequences" means damages, penalties, fines, costs, expenses (including professional fees and expenses), amounts paid in settlement, liabilities, obligations, liens, and losses, including any such amounts arising out of or related to claims asserted against FNF, FIS or FNT by any shareholder participating in the Distribution, or the Service, or any other Tax Authority that ultimately is successful in seeking recourse against FNF, FIS or FNT; provided that Adverse Consequences shall not include any indirect, special, consequential, or punitive damages, except for indirect, special, consequential or punitive damages paid or awarded with respect to a Third-Party Claim.

"After-Tax Basis" means that, for purposes of determining the amount of the Indemnified Liability, the amount of any Taxes, Tax Losses, or Adverse Consequences shall be determined net of any Tax Benefit derived by the Indemnitee as the result of sustaining such Tax, Tax Loss, and Adverse Consequences and increased by the amount of any Tax Detriment incurred by the Indemnitee as the result of its receipt, or right to receive, such indemnification payment, so that the Indemnitee is put in the same net after-Tax economic position as if it had not incurred such Tax, Tax Loss, or Adverse Consequences.

"Affiliated Company" means any and every corporation that has a common parent that holds directly or indirectly 80% or more of the voting power and value of such corporation within the meaning of section 1504(a) of the Code.

"Agreement" has the meaning set forth in the Preamble hereto.

"Arbitrator" has the meaning set forth in Section 8.5(c) of this Agreement.

"Audit" includes any audit, assessment of Taxes or other examination by any Tax Authority, proceeding, or appeal of such a proceeding relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York are required or authorized by law to close.

"Code" has the meaning set forth in the Recitals to this Agreement.

"Combined Group" means a group of one or more companies that files a Combined Return.

"Combined Return" means any Tax Return with respect to Combined State/Local Tax filed on a consolidated, combined, unitary or other similar basis wherein any member of the FIS Group joins in the filing of such Tax Return (for any Taxable Period) with any member of the FNF Legacy Group or the FNT Group.

"Combined State/Local Tax" means the state or local Tax liability determined on a consolidated, combined or unitary basis.

"Combined Tax Allocation Statement" has the meaning set forth in Section 2.4(b).

"Consolidated Federal Tax" means the Federal Income Tax liability of a Consolidated Group determined on a consolidated basis.

"Consolidated Group" means a group of one or more Affiliated Companies that files a Consolidated Return.

"Consolidated Return" means any Tax Return with respect to Federal Income Taxes filed on a consolidated basis pursuant to Section 1501 of the Code.

"Consolidated Tax Allocation Statement" has the meaning set forth in Section 2.4(b).

"Contemplated Action" means any action contemplated by the Distribution Agreement or any other agreement entered into in connection with the Distribution or the Merger, any vesting of FIS restricted stock that is granted or issued in connection with the Distribution or the Merger, including FIS restricted stock issued in respect of FNF restricted stock, and any acquisition of FIS stock pursuant to the exercise of any option to acquire FIS stock that is granted in connection with the Distribution or the Merger, including FNF options assumed by FIS pursuant to the Merger.

"Contest" means any Audit or claim for refund involving any Taxes with respect to a Pre-Distribution Period.

"Control" means stock representing a 50% or greater interest within the meaning of Section 355(e) of the Code, taking into account the principles of section 355(e)(3)(B).

"Controlling Party" has the meaning set forth in Section 6.2(d) of this Agreement.

"Cross-Indemnity Agreement" means the cross indemnification agreement signed and executed by FNT and FIS pursuant to Section 2.3(f) of the Distribution Agreement.

"Dispute" has the meaning set forth in Section 8.5(a) of this Agreement.

"Distribution" has the meaning set forth in the Recitals to this Agreement.

"Distribution Agreement" has the meaning set forth in the Recitals to this Agreement.

"Distribution Date" has the meaning set forth in the Recitals to this Agreement.

"Effective Date" has the meaning set forth in Section 8.1 of this Agreement.

"Federal Income Tax" means any Tax imposed under Subtitle A of the Code (including the Taxes imposed by Section 11, 55, and 1201(a) of the Code), and any interest, addition to Tax, or penalties applicable or related thereto, and any other income-based U.S. federal tax which is hereinafter imposed upon corporations.

"Filing Group" means either (a) the FNT Group, if the Filing Party is either FNF or a member of the FNT Group, or (b) the FIS Group, if the Filing Party is a member of the FIS Group.

"Filing Party" means, (a) with respect to any Consolidated Return or Combined Return, the party that is required to file such a Tax Return under Section 2.2 of this Agreement, and (b) with respect to any Separate Return, the party that is required to file such Tax Return under applicable law.

"Final Determination" means with respect to any issue (a) a decision, judgment, decree or other order by the United States Tax Court or any other court of competent jurisdiction that has become final and unappealable, (b) a closing agreement under section 7121 of the Code or a comparable provision of any state, local, or foreign Tax law that is binding against the Service or any other Taxing Authority, (c) any other final settlement with the Service or other Taxing Authority, or (d) the expiration of an applicable statute of limitations.

"FIS" has the meaning set forth in the Preamble to this Agreement.

"FIS Acquisition Process" has the meaning set forth in Section 5.2(b) of this Agreement.

"FIS Combined Returns" means any Combined Return with respect to which FIS or any member of the FIS Group is the common parent of the Combined Group.

"FIS Consolidated Returns" means any Consolidated Return with respect to which FIS is the common parent of the Consolidated Group, except for any Consolidated Return in which FNF will be the common parent of the Consolidated Group until the Merger.

"FIS Group" means FIS and any Affiliated Company of which FIS is the common parent corporation, and any corporation which may be, or may become, a member of such group from time to time, excluding FNF.



"FNF" has the meaning set forth in the Preamble to this Agreement.

"FNF Consolidated Return" means any Consolidated Return with respect to which FNF is the common parent of the Consolidated Group, including any Consolidated Return for which FNF will be the common parent until the Merger and for which FIS will be the common parent after the Merger.

"FNF Legacy Group" includes FNF and any other member of the FNF Group prior to the Distribution, other than any member of the FIS Group or any member of the FNT Group prior to the Distribution.

"FNF Legacy Group Combined Return" means any Combined Return with respect to which a member of the FNF Legacy Group is the common parent of the Combined Group.

"FNT" has the meaning set forth in the Preamble to this Agreement.

"FNT Acquisition Process" has the meaning set forth in Section 5.2(c) of this Agreement.

"FNT Combined Return" means any Combined Return with respect to which FNT or any member of the FNT Group is the common parent of the Combined Group.

"FNT Consolidated Return" means any Consolidated Return with respect to which FNT is the common parent of the Consolidated Group.

"FNT Group" means FNT and any Affiliated Company of which FNT is the common parent corporation and any corporation which may be, or may become, a member of such group from time to time.

"Hypothetical Tax" has the meaning set forth in Paragraph 1 of Schedule 1.

"Indemnified Liability" means any liability which is imposed upon or incurred by an Indemnitee against which such Indemnitee is indemnified and held harmless under this Agreement.

"Indemnifying Party" means any person that is required to indemnify and hold harmless any Indemnitee under this Agreement.

"Indemnitee" means person that incurs a liability that is subject to indemnification under this Agreement.

"Merger" has the meaning set forth in the Recitals to this Agreement.

"Non-Controlling Party" has the meaning set forth in Section 6.2(d)(i) of this Agreement.

"Non-Filing Group" means either the FIS Group, if the Filing Party is a member of the FNT Group, or the FNT Group if the Filing Party is a member of the FIS Group.

"Non-Filing Party" means either FIS, if the Filing Party is a member of the FNT Group, or FNT, if the Filing Party is a member of the FIS Group.

"NTI-NY" means National Title Insurance of New York, Inc., a New York insurance company.

"Opinion Documents" means the Tax Opinion and representation letters referred to therein.

"Other Tax Group" means either the FNT Group if the FIS Group is the Tax Group or the FIS Group if the FNT Group is the Tax Group.

"Post-Distribution Period" means any Taxable Period or portion thereof beginning after the Distribution Date.

"Pre-Distribution Period" means any (a) Taxable Period ending on or prior to the Distribution Date or (b) with respect to any Taxable Period beginning prior to the Distribution Date and ending after the Distribution Date, the portion of such Taxable Period that ends on the Distribution Date.

"Private Letter Ruling" means the private letter ruling issued by the Service to FNF that addresses, inter alia, the tax consequences of the Distribution and Merger.

"Referee" has the meaning set forth in Section 8.5(c) of the Agreement.

"Ruling Documents" means the Private Letter Ruling, plus all of the materials submitted to the Service in connection with obtaining such ruling.

"Regulated Tax Sharing Agreement" means any written Tax Sharing Agreement between an insurance company and FNF, FNT, or FIS filed with a state insurance commissioner, for the period that Tax Sharing Agreement remains in effect.

"Section 355(e) Liability" has the meaning set forth in Section 5.2(f) of this Agreement.

"Section 355 Tax Treatment" has the meaning set forth in Section 5.1(a)(i) of this Agreement.

"Separate Return" means any Tax Return, filed by any entity, that is not part of a Consolidated Return or a Combined Return.

"Separate Tax" means any Tax incurred by an entity that is not a Federal Income Tax required to be shown on a Consolidated Return and is not a Combined State/Local Tax required to be shown on a Combined Return.

"Service" means the Internal Revenue Service.

"Steering Committee" has the meaning set forth in Section 8.5(a) of this Agreement.

"Tax" means any net income, gross income, gross receipts, alternative or add-on minimum, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, excise, transfer, recording, severance, stamp, occupation, premium, property, environmental, estimated, custom duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest and any penalty, addition to Tax or additional amount imposed by a Tax Authority.

"Tax Authority" means any governmental authority or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection, or imposition of any Tax (including the Service).

"Tax Benefit" means a decrease in the Tax liability of a taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for any Taxable Period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a Taxable Period only if and to the extent that the Tax liability of the taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer (or of the consolidated, combined, or unitary group of which it is a member) in the current period and all prior periods, is less than it would have been if such Tax liability were determined on a consistent basis without regard to such Tax Item, taking into account the principles of Schedule I.

"Tax Detriment" means an increase in the Tax liability of a taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for any Taxable Period. Except as otherwise provided in this Agreement, a Tax Detriment shall be deemed to have been realized or received from a Tax Item in a Taxable Period only if and to the extent that the Tax liability of the taxpayer (or of the consolidated, combined, or unitary group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer (or of the consolidated, combined, or unitary group of which it is a member) in the current period and all prior periods, is more than it would have been if such Tax liability were determined on a consistent basis without regard to such Tax Item, taking into account the principles of Schedule I.

"Tax Group" means either the FNT Group or the FIS Group, as the context dictates.

"Tax Group Parent" means either FNT, if the FNT Group is the Tax Group, or FIS, if the FIS Group is the Tax Group.

"Tax Item" means any item of income, gain, loss, deduction or credit, or other attribute that may have the effect of increasing or decreasing any Tax.

"Tax Losses" means all fees and costs (including reasonable outside professional fees and costs incurred in connection with a contest) that directly result from, or relate to, Taxes.

"Tax Opinion" means the tax opinion that Deloitte Tax LLP will deliver pursuant to Section 6.3(e) of the Distribution Agreement.

"Tax Return" means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, amended Tax return, claim for refund or declaration of estimated Tax) supplied to, or filed with, a Tax Authority in connection with the determination, assessment, or collection of any Tax or the administration of any laws, regulations, or administrative requirements relating to any Tax, including where permitted or required any Tax return filed on a consolidated, combined, unitary or other similar basis.

"Tax Settlement" shall have the meaning set forth in Section 6.4(b) of this Agreement.

"Tax Sharing Agreement" means any tax sharing agreements, arrangements, policies or guidelines, formal or informal, express or implied, which may exist between the members of an affiliated group.

"Taxable Period" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or any other applicable Tax laws.

"Third-Party Claim" means the assertion of any claim or the commencement of any action by a person (other than a Tax Authority) who is not a member of (i) the FNT Group; (ii) the FIS Group; or (iii) the FNF Legacy Group, in each case only if Adverse Consequences resulting from such claim or action would be subject to indemnification under this Agreement.

"Treasury Regulations" means the final and temporary Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of successor regulations).

SECTION 2. TAX RETURNS, TAX SHARING PAYMENTS AND GENERAL TAX ADMINISTRATIVE MATTERS.

2.1 Agent for the FNF Group. Prior to the Merger, to the extent reasonably possible, (i) FNF will designate FNT as the agent for all matters subject to agency with respect to the FNF Consolidated Return for the 2006 and 2005 Taxable Periods in accordance with Section 1.1502-77(d) of the Treasury Regulations and will obtain IRS approval for such designation, (ii) FNF, in its sole discretion, will designate another appropriate member of the FNT Group as such agent for all other Taxable Periods for which the statute of limitations on assessment under Section 6501 of the Code has not expired and will obtain IRS approval for such designation, and (iii) FNF will make conforming designations with respect to all FNF Legacy Group Combined Returns and will obtain approval from the appropriate Tax Authority.

2.2 Filing of Returns.

- (a) FNT shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all (i) FNF Consolidated Returns, except as provided in Section 2.2(f) of this Agreement, (ii) FNT Consolidated Returns, (iii) FNT Combined Returns, (iv) FNF Legacy Group Combined Returns that FNT or any other member of the FNT Group is otherwise required to file under applicable state law, and (v) any Tax Return, other than one described in this Section 2.2(a)(i) through (iv), that includes FNF and at least one other member of the FNF Legacy Group or the FNT Group but no member of the FIS Group.
- (b) FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and timely file (or cause to be timely filed) (i) all FIS Consolidated Returns; (ii) all FIS Combined Returns; and (iii) all FNF Legacy Group Combined Returns that FIS or any member of the FIS Group is required to file under applicable state law.
- (c) FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be filed) all Separate Returns that are required to be filed by any FIS Group company, including all NTI-NY Tax Returns. FNT shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be timely filed) all Separate Returns that are required to be filed by any FNT Group company and all Separate Returns that are required to be filed by any FNF Legacy Group company, other than NTI-NY Tax Returns.
- (d) At least 45 days before the due date (including extensions) of any Filing Party Consolidated Return or any Filing Party Combined Return that includes any Non-Filing Group company and from time to time as reasonably requested thereafter, the Non-Filing Party shall provide to the Filing Party all information relating to the Non-Filing Group necessary to prepare the Tax Returns described in this

Section 2.2. Such information will be prepared in a manner consistent with past practices at the expense of the Non-Filing Party. At least 2 weeks prior to filing, such Filing Party Consolidated Return or Filing Party Combined Return shall be provided to the Non-Filing Party for review and approval, which approval shall not be unreasonably withheld. If the Non-Filing Party proposes an adjustment to any Non-Filing Party item on any Filing Party Consolidated Return or Filing Party Combined Return, and the Filing Party declines to accept such proposal, then the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement; provided, however, that if such dispute is not settled prior to the filing date of such return, then the return may be filed without taking the Non-Filing Party's proposal into account but the amount payable pursuant to this Agreement pending the determination under Section 8.5 will be determined as if such proposal was accepted; provided further, that if it is ultimately concluded that the Filing Party was reasonable in rejecting such proposal, the Non-Filing Party shall promptly pay with interest, as provided in Section 4.3, all amounts not yet paid that would have been required to be paid had the amounts required to be paid been calculated without taking such proposal into account.

- (e) Any disagreements with regard to any matters covered by this Section 2.2 shall be resolved in accordance with Section 8.5 of this Agreement.
- (f) Notwithstanding anything to the contrary in this Agreement, in the event that the Merger constitutes a reverse acquisition as defined in section 1.1502-75(d)(3) of the Treasury Regulations, FIS shall accurately prepare (or cause to be prepared) in a manner consistent with past practice and shall timely file (or cause to be filed) the FNF Consolidated Return for the Taxable Period in which the Merger occurs.

### 2.3 Amended Returns.

- (a) The Filing Party shall not file (or cause to be filed), without the prior written consent of the Non-Filing Party (which consent shall not be unreasonably withheld), any amended Consolidated Return or amended Combined Return which includes any member of the Non-Filing Group if such return would result in a Tax Detriment to any member of the Non-Filing Group for any Taxable Period. The consent of the Non-Filing Party shall not be required if the Filing Party reimburses the Non-Filing Party for any such Tax Detriment. In the event of disagreement over whether consent is required or is being unreasonably withheld, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.
- (b) The Filing Party, upon receipt of a written request by the Non-Filing Party, shall file an amended Consolidated Return or amended Combined Return which includes any member of the Non-Filing Group if such return would result in a Tax Benefit to any member of the Non-Filing Group for any Taxable Period; provided, however, that if such amended Consolidated Return or such amended Combined Return results in a Tax Detriment to any member of the Filing Group,

it shall be filed only upon the written consent of the Filing Party (which consent shall not be unreasonably withheld) unless the Non-Filing Party agrees to reimburse the Filing Group for any such Tax Detriment. In the event of disagreement over whether consent is required or is being unreasonably withheld, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

#### 2.4 Payment of Taxes.

- (a) FIS shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for which it is required to file Consolidated Returns or Combined Returns pursuant to Sections 2.2(b), 2.2 (c), and 2.2(f) of this Agreement. FNT shall pay (or cause to be paid) to the appropriate Tax Authority all Taxes, if any, for which it is required to file Consolidated Returns or Combined Returns pursuant to Section 2.2(a) and 2.2(c) of this Agreement.
- (b) No later than 20 Business Days prior to the due date (including extensions) of any Consolidated Return or Combined Return, the Filing Party shall prepare or cause to be prepared, taking into account Schedule I, a statement (the "Consolidated Tax Allocation Statement" or the "Combined Tax Allocation Statement," as the case may be) setting forth the amount of the unpaid or overpaid portion of the Non-Filing Group's allocable share of the total Consolidated Federal Tax liability or Combined State/Local Tax liability, if any, taking into account any applicable Tax payments (including estimated tax payments) previously made by the Non-Filing Party or any other member of the Non-Filing Group to any member of the Filing Group or to any Tax Authority, and shall provide such statement, or cause such statement to be provided, to the Non-Filing Party. No later than the due date (including any extensions), of any Consolidated Return or Combined Return including both FIS Group companies and FNT Group companies, the Filing Party shall pay to the Non-Filing Party any overpayment or the Non-Filing Party shall pay to the Filing Party any underpayment shown on the Consolidated Tax Allocation Statement or the Combined Tax Allocation Statement, as the case may be. In the event of disagreement over the Non-Filing Group's allocable share of the total Tax liability shown on the Consolidated Tax Allocation Statement or Combined Tax Allocation Statement, as the case may be, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

#### 2.5 Treatment of Prior Tax Sharing Agreements.

- (a) Except as otherwise provided in this Agreement, any Tax Sharing Agreements that may exist between any FNF Group company, on the one hand, and any FNT Group company, on the other hand, shall terminate, and any obligations under any such agreements or arrangements shall be cancelled, as of the Effective Date, without any payment by any party thereto.

(b) Notwithstanding any other provision in this Agreement, the Regulated Tax Sharing Agreements of all insurance companies shall remain in effect, and shall govern all allocations of Taxes among the companies that are parties to those Agreements (in lieu of Section 2.4(b) of this Agreement). FNT will take all steps, as quickly as is reasonably possible, to amend all existing Regulated Tax Sharing Agreements to substitute FNT for FNF as a party to the agreements, to make all required regulatory filings, and to obtain all necessary approvals.

2.6 Consistent with Private Letter Ruling and Tax Opinion. All Tax Returns filed pursuant to this Section 2 after the Distribution Date shall be prepared on a basis consistent with the rulings obtained from the Service in the Private Letter Ruling and the Tax Opinion (in the absence of a relevant change in law or circumstances).

### SECTION 3. ALLOCATION OF CERTAIN TAX ITEMS.

3.1 Carryforwards and Carrybacks.

(a) The Filing Party shall notify the Non-Filing Party of any consolidated or combined carryover item which may be partially or totally attributed to and carried over by any member of the Non-Filing Group and will notify the Non-Filing Party of subsequent adjustments which may affect such carryover item.

(b) Notwithstanding any other provision of this Agreement, the Non-Filing Party shall not be required to make any election under Section 172(b)(3) of the Code, or any similar provision of any state or local Tax Law, to relinquish any right to carryback net operating losses. Upon a request by the Non-Filing Party, the Filing Party shall be required to include on an amended FNF Consolidated Return or Combined Return that includes any member of the Non-Filing Group any net operating losses of any such member of the Non-Filing Group arising in a Post-Distribution Period to the extent allowed under the Tax Law; and the Non-Filing Party shall receive any payment with respect to such carryforward or carryback; provided, however, that if the Filing Party incurs a Tax Detriment related to the inclusion of such net operating losses on the Consolidated Return or Combined Return, the Non-Filing Party shall indemnify the Filing Party for the amount of such Tax Detriment.

3.2 Refunds. Any refund of Taxes resulting from an adjustment made to a Tax Return that includes one or more FIS Group companies on the one hand, and FNT Group companies on the other, shall be allocated in a manner such that a party responsible for indemnification of a tax liability for a particular Taxable Period pursuant to either Section 4 or Section 5 will be entitled to any refunds with respect to such Tax for such Taxable Period, except as provided in Section 3.1.



## SECTION 4. INDEMNIFICATION PROVISIONS

### 4.1 General Indemnification.

- (a) After the Distribution Date, FNT shall indemnify and hold harmless, on an After-Tax Basis, FIS and each other member of the FIS Group against any and all (i) Taxes with respect to any FNF Consolidated Return for any Pre-Distribution Period; (ii) Taxes with respect to any FIS Combined Return or any FNF Legacy Group Combined Return to the extent that any FNF Legacy Group company or any member of the FNT Group caused an increase in the Tax liability on the Tax Return; (iii) Taxes with respect to any Separate Return filed by FNF or any FNT Group company; (iv) Taxes with respect to any FNF Legacy Group company or any FNT Group company for which any FIS Group company may be liable under Section 1.1502-6 of the Treasury Regulations, or any successor provision thereto, or any provision of state or local law comparable thereto; (v) Taxes with respect to any Tax Return, other than one described in Section 4.1(a)(i) through (iv) above, that includes FNF and at least one other member of the FNF Legacy Group or the FNT Group, but no member of the FIS Group; and (vi) Taxes and Adverse Consequences resulting from any failure of the Merger to qualify as a reorganization under Section 368(a) of the Code.
- (b) FIS will indemnify and hold harmless on an After-Tax Basis FNT and each other member of the FNT Group against any and all Taxes (i) with respect to any FNF Consolidated Return for any Post-Distribution Period; (ii) with respect to any FNF Legacy Group Combined Return or any FNT Combined Return, to the extent that any member of the FIS Group caused an increase in the Tax liability on the Tax Return; (iii) with respect to any Separate Return filed by any FIS Group company; and (iv) with respect to any FIS Group company for which any FNT Group company or any FNF Legacy Group company may be liable under Section 1.1502-6 of the Treasury Regulations or any provision of state or local law comparable thereto.
- (c) i. In the case of Taxes arising in a Taxable Period that includes, but does not end on, the Distribution Date, the allocation of Taxes between the Pre-Distribution Period and the Post-Distribution Period shall be governed by Paragraph 4 of Schedule I.
- ii. The determination of whether a company caused an increase in the Tax liability of a Consolidated Return or Combined Return shall be governed by Schedule I.
- (d) If a party is entitled to indemnification for Taxes under this Section 4.1, such party shall also be entitled to indemnification for any Tax Losses incurred in connection with any such Taxes.

- (e) Notwithstanding the above, indemnification for denial of the Section 355 Tax Treatment shall not be under this Section, but shall be covered by Section 5 of this Agreement.

#### 4.2 Indemnity Payments.

- (a) Except as otherwise provided under this Agreement, to the extent that any party has an indemnification or payment obligation to another party pursuant to this Agreement, the Indemnitee shall provide the Indemnifying Party with its calculation of the amount of such obligation. Such calculation shall provide the Indemnifying Party sufficient detail to permit the Indemnifying Party to reasonably understand the calculations and the existence and correct amount of the Indemnified Liability. All indemnification payments shall be made to such Indemnitee within thirty (30) days after delivery by the Indemnitee to the Indemnifying Party of written notice of a payment, or, if such Indemnified Liability is contested pursuant to Section 6.2 of this Agreement, within thirty (30) days of the incurrance of such an amount based on a Final Determination, together with a computation of the amounts due. Any disputes with respect to indemnification payments shall be resolved in accordance with Section 8.5 of this Agreement. In the event of such dispute, any payment of an Indemnified Liability shall be made within thirty (30) days of the date of the resolution of such dispute under Section 8.5 of this Agreement.
- (b) Any payment required under this Agreement in an amount in excess of one million dollars (\$1,000,000) shall be made by electronic funds transfer of immediately available funds.
- (c) Notwithstanding any other provision of this Agreement, no payment of an Indemnified Liability shall be required under this Section 4 to the extent it is duplicative of any payment made pursuant to any other provision of this Agreement and any such payment shall be made as required by such other provision.

- 4.3 Interest. Payments pursuant to this Agreement that are not made within the period prescribed shall bear interest for the period from and including the date immediately following the last date of the prescribed period through and including the date of payment at a per annum rate equal to the rate provided under Section 6621(c) of the Code. Such interest will be payable at the same time as the payment to which it relates and will be calculated on the basis of a year of 365 days and the actual number of days for which due.

SECTION 5. DISTRIBUTION TAX TREATMENT

5.1 Section 355 Tax Treatment.

- (a) Representations, Covenants, and Agreements.
- i. The parties expressly agree for all purposes to treat the Distribution as a tax-free distribution under Section 355 and related sections of the Code, including Section 361(c) of the Code ("Section 355 Tax Treatment."). Each of FNT and FIS also expressly agrees (A) to comply (and to cause each of its Affiliated Companies to comply) with the representations set forth in the Ruling Documents and the Opinion Documents to the extent that the representations made therein are descriptive of such party (which, for the avoidance of doubt, in the case of FIS shall not include representations relating to FNF), (B) not to take (and to cause each of its Affiliated Corporations not to take) any action within its control that would cause the Section 355 Tax Treatment not to apply (except where such action is required by law), and (C) to take (and to cause each of its Affiliated Companies to take) any and all actions reasonably available to such party (or Affiliated Company), and to cooperate with the other parties, to support and defend the Section 355 Tax Treatment; provided, however, that FIS shall be permitted to take any Contemplated Action.
  - ii. FNF and FNT have reviewed the information and representations made in the Ruling Documents and the Opinion Documents, and to their knowledge, all of such information and representations are true, correct, and complete in all material respects.
- (b) Notwithstanding anything to the contrary in Section 4 of this Agreement:
- i. Except as set forth in paragraph (ii) of this Section 5.1(b), if there is a Final Determination that results in the disallowance, in whole or in part, of the Section 355 Tax Treatment (other than Section 355(e) Liability, which is addressed by Section 5.2 of this Agreement), then FNT shall be liable for, and shall indemnify and hold each FIS Group member harmless for, any Taxes or Adverse Consequences that would not have occurred but for such disallowance.
  - ii. If there is a Final Determination that results in the disallowance, in whole or in part, of the Section 355 Tax Treatment (other than Section 355(e) Liability, which is addressed by Section 5.2) and any FIS Group company has breached Section 5.1(a) which breach results in such disallowance, then FIS shall be liable for, and shall indemnify and hold each FNT Group member harmless for, any Taxes or Adverse Consequences that would not have occurred but for such breach.

5.2 Section 355(e).

- (a) Unless, for each Acquisition of an interest in FIS, the FIS Acquisition Process is first satisfied at FIS' expense, FIS shall not take any action within its control, and shall cause its Affiliated Companies to refrain from taking any action within their control, which would result in a direct or indirect Acquisition (taking into account the stock aggregation and attribution rules of section 355(e)) by one or more persons in the two-year period following the Distribution Date.
- (b) As used herein with reference to any Acquisition of an interest in FIS, the "FIS Acquisition Process" shall be satisfied if all the following requirements are satisfied:
  - i. FIS notifies FNT of the proposed Acquisition;
  - ii. FIS obtains either (A) an opinion of a nationally recognized law firm or accounting firm to the effect that such Acquisition would not cause the Section 355 Tax Treatment to be disallowed by reason of the application of Section 355(e) of the Code or (B) the written consent of FNT's General Counsel or senior tax officer; and
  - iii. FIS provides a copy of the opinion or consent described in Section 5.2(b)(ii) of this Agreement to FNT.
- (c) Unless, for each Acquisition of an interest in FNT, the FNT Acquisition Process is first satisfied at FNT's expense, FNT shall not take any action within its control, and shall cause its Affiliated Companies to refrain from taking any action within their control, which would result in a direct or indirect Acquisition (taking into account the stock aggregation and attribution rules of section 355(e)) by one or more persons in the two-year period following the Distribution Date.
- (d) As used herein with reference to any Acquisition of an interest in FNT, the "FNT Acquisition Process" shall be satisfied if all the following requirements are satisfied:
  - i. FNT notifies FIS of the proposed Acquisition;
  - ii. FNT obtains either (A) an opinion of a nationally recognized law firm or accounting firm to the effect that such Acquisition would not cause the Section 355 Tax Treatment to be disallowed by reason of the application of Section 355(e) of the Code or (B) the written consent of FIS's General Counsel or senior tax officer; and
  - iii. FNT provides a copy of the opinion or consent described in Section 5.2(d)(ii) of this Agreement to FIS.

- (e) If, by reason of an action within the control of FIS or one of its Affiliated Companies (other than a Contemplated Action), Section 355(e) of the Code is applicable to the Distribution because the Distribution was part of a plan (or series of related transactions) pursuant to which one or more persons acquired directly or indirectly FIS stock representing Control (within the meaning of Section 355(e) of the Code) of FNF or any successor to FNF (including FIS) in the Distribution, FIS shall pay and be liable for, and shall indemnify FNT against any liability for, on an After-Tax Basis, any resulting Taxes and other Adverse Consequences that would not have occurred but for such action, regardless of whether the FIS Acquisition Process has been satisfied.
- (f) Except as provided in Section 5.2(e), FNT shall pay and be liable for, and shall indemnify and hold each FIS Group member harmless from, on an After-Tax Basis, any Taxes and Adverse Consequences that occur by reason of the application of Section 355(e) of the Code to the Distribution (the "Section 355(e) Liability").

5.3 Indemnification Payments. Any indemnification required under this Section 5 shall be paid in accordance with the terms of Sections 4.2 and 4.3 of this Agreement.

#### SECTION 6. AUDITS AND CONTEST RIGHTS.

6.1 Notice. If, after the Effective Date, any member of a Tax Group receives written notice of, or relating to, an Audit from a Tax Authority that asserts, proposes or recommends a deficiency, claim or adjustment that, if sustained, could result in Taxes for which any member of the Other Tax Group is responsible under this Agreement, then the Tax Group Parent of the Tax Group receiving such notice shall provide or cause to be provided a copy of such notice to the Other Tax Group promptly thereafter, but, in any case, within ten (10) Business Days of receipt thereof. Each Tax Group Parent shall forward or cause to be forwarded to the Other Tax Group relevant portions of any reports or other communications which relate to such matters.

6.2 Contests.

- (a) Except as otherwise provided in this Agreement, the respective Filing Party shall have the right to control, contest, and represent the interest of any FNF Legacy Group company, any FNT Group company or any FIS Group company in any Contest relating to any Tax Return described in Section 2.2 or 2.3 of this Agreement (other than a Tax Return described in Section 6.2(b) or (c) of this Agreement) and, subject to Section 6.4(b) of this Agreement, to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Contest. The Filing Party's rights shall extend to any matter pertaining to the management and control of an Audit, including execution of waivers, choice of forum, scheduling of conferences and the resolution of any Tax Item.

- (b) Except as otherwise provided herein, after the date of execution of this Agreement, in the case of a Contest that relates to a Tax Return for a Taxable Period beginning before the Distribution Date (or any item relating thereto or reported thereon) which would give rise to an Indemnification Liability under this Agreement, of an Indemnifying Party that is not the Filing Party with respect to such Tax Return, the Indemnifying Party shall have the right at its expense to participate in and control the conduct of such Contest. If the Indemnifying Party does not assume the defense of any such Contest for a Pre-Distribution Period, the Filing Party may defend the same in such manner as it may deem appropriate, including, but not limited to, settling such Contest after giving ten (10) Business Days' prior written notice to the Indemnifying Party setting forth the terms and conditions of settlement. In the event of a Contest covered by the first sentence of this paragraph, that involves issues (i) relating to a potential adjustment for which the Indemnifying Party has liability and (ii) that are required to be dealt with in a proceeding that also involves separate issues relating to a potential adjustment for which any Indemnitee would be liable, the Indemnitee shall have the right at its expense to control the Contest but only with respect to the latter issues.
- (c) With respect to a Contest involving an issue for which both (i) any FNT Group company and (ii) any FIS Group company could be liable, both parties may participate in the Contest, and the Contest may be controlled by that party which would bear the burden of the greater portion of the sum of the adjustment and any corresponding adjustments that may reasonably be anticipated for future Taxable Periods. The principle set forth in the immediately preceding sentence shall govern also for purposes of deciding any issue that must be decided jointly (including, without limitation, choice of judicial forum) in situations in which separate issues are otherwise controlled under this Section 6.2 by FNT or by FIS.
- (d) The party that is controlling any Contest pursuant to Sections 6.2(b) and (c) of this Agreement (the "Controlling Party"):
- (i) in the case of any material correspondence or filing submitted to the Tax Authority or any judicial authority that relates to the merits of the deficiency, claim or adjustment that is the subject of such Contest shall (A) reasonably in advance of such submission, but subject to applicable time constraints imposed by such Tax Authority or judicial authority, provide the other party (the "Non-Controlling Party") with a draft copy of the portion of such correspondence or filing that relates to such deficiency, claim or adjustment, (B) incorporate, subject to applicable time constraints imposed by such Tax Authority or judicial authority, the Non-Controlling Party's reasonable comments and changes on such draft copy of such correspondence or filing, and (C) provide the Non-Controlling Party with a final copy of the portion of such correspondence or filing that relates such deficiency, claim or adjustment; and

- (ii) shall provide the Non-Controlling Party with notice reasonably in advance of, and the Non-Controlling Party shall have the right to attend, any meetings with the Tax Authority (including meetings with examiners) or hearings or proceedings before any judicial authority to the extent they relate to the deficiency, claim or adjustment that is the subject of such Contest.

6.3 Judicial Appeals. In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to a matter described in Sections 6.2(b) and (c) of this Agreement, then, subject to Section 6.4(b):

- (a) In the case of an appeal of an adverse determination, which involves no material issues other than matters for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement, the Non-Filing Party shall have the right to cause the Filing Party to appeal from such adverse determination.
- (b) In the case of an appeal of any other adverse determination which involves material issues other than those for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement and the Filing Party determines not to appeal such adverse determination, the Non-Filing Party shall have the right to cause the Filing Party to appeal from such adverse determination if the Non-Filing Party delivers to the Filing Party an opinion from an independent tax counsel or accountant selected by the Non-Filing Party and reasonably acceptable to the Filing Party that it is more likely than not that such appeal will succeed and the amount in controversy exceeds \$100,000. The Filing Party shall give written notice to the Non-Filing Party of its determination of whether to appeal an adverse determination pursuant to this Section 6.3(b) not less than 20 days prior to any applicable filing deadline.
- (c) In the case of an adverse determination which involves matters for which the Filing Party would be the Indemnifying Party pursuant to this Agreement and, within such determination, material matters for which the Non-Filing Party would be the Indemnifying Party pursuant to this Agreement were favorably disposed, the Non-Filing Party shall have the right to prevent the Filing Party from appealing from such adverse determination unless the Filing Party delivers to the Non-Filing Party an opinion from an independent tax counsel selected by the Filing Party and reasonably acceptable to the Non-Filing Party that it is more likely than not that such appeal will succeed.
- (d) If the Non-Filing Party causes the Filing Party to appeal any adverse determination pursuant to this Section 6.3, the Non-Filing Party shall pay the reasonable costs, including legal fees, of the Filing Party incurred in such appeal.

6.4 Limitations.

- (a) The Non-Filing Party shall have a right to contest any deficiency, claim or adjustment in accordance with Section 6.2 of this Agreement only if:
- (i) within thirty (30) Business Days of a reasonable request by the Filing Party, the Non-Filing Party shall deliver to the Filing Party a written opinion of a nationally recognized tax attorney or tax accountant that is a member of a recognized law firm or accounting firm, to the effect that the Non-Filing Party's position with respect to such deficiency, claim or adjustment is supported by a reasonable basis (within the meaning of Section 1.6662-3(b)(3) of the Treasury Regulations); provided that this Section 6.4(a)(i) shall not apply to with respect to positions relating to the Tax consequences of the Distribution and Merger.
  - (ii) the Non-Filing Party shall have agreed to be bound by a Final Determination of such deficiency, claim or adjustment;
  - (iii) the Non-Filing Party shall have agreed to pay, and shall be currently paying, all reasonable costs and expenses incurred by the Filing Party to contest such deficiency, claim or assessment including reasonable outside attorneys', accountants' and investigatory fees and disbursements to the extent such costs relate to the issue being contested by the Non-Filing Party;
  - (iv) the Non-Filing Party shall have advanced to the Filing Party, on an interest-free basis (and with no additional net after-tax cost to the Filing Party), the amount of Tax in controversy (but not in excess of the lesser of (A) the amount of Tax for which the Non-Filing Party could be liable under this Agreement or (B) the amounts actually expended by the Filing Party for this item) to the extent necessary for the contest to proceed in the forum selected by the Controlling Party; and
  - (v) the Non-Filing Party shall have provided to the Filing Party all documents and information, and shall have made available employees and officers of the Non-Filing Party, as have been reasonably requested by the Filing Party in contesting such deficiency, claim or adjustment.
- (b) The Filing Party shall not settle, compromise or otherwise resolve any Tax matter relating to Taxes with respect to a Pre-Distribution Period (a "Tax Settlement") without the prior written consent of the Non-Filing Party (which consent shall not be unreasonably withheld) if such Tax Settlement is reasonably likely to materially increase the Tax paid by the Non-Filing Party with respect to any Tax not subject to indemnification under this Agreement; provided, however, that in the event that the Non-Filing Party does not consent and the Filing Party reasonably believes that the withholding of consent was unreasonable, or the



Filing Party reasonably believes that no consent of the Non-Filing Party is required, the parties shall resolve their disagreement in accordance with Section 8.5 of this Agreement.

(c) Notwithstanding any other provision of this Section 6.4, the Filing Party may resolve, settle, or agree to any deficiency, claim or adjustment for any Taxable Period if the Filing Party waives its right to indemnity with respect to such Tax Item. In such event, the Filing Party shall promptly reimburse the Non-Filing Party for all amounts previously advanced by the Non-Filing Party to the Filing Party in connection with such deficiency, claim or adjustment under Section 6.4(a)(iv) of this Agreement. In addition, except with respect to settlements described in Section 6.4(b) above, the Filing Party shall reimburse the Non-Filing Party for any Tax Detriment that directly results from the settlement of such deficiency, claim or adjustment. No waiver by the Filing Party under this Section 6.4(c) with respect to any deficiency, claim or adjustment relating to any single Tax Item, position, issue or transaction or relating to any single Tax for any one Taxable Period shall operate as a waiver with respect to any other deficiency, claim or adjustment.

6.5 Failure to Notify. The failure of the Filing Party promptly to notify the Non-Filing Party of any matter relating to a particular Tax for a Taxable Period or to take any action specified in Section 6.2 of this Agreement shall not relieve the Non-Filing Party of any liability and/or obligation which it may have to the Filing Party under this Agreement with respect to such Tax for such Taxable Period except to the extent that the Non-Filing Party's rights hereunder are materially prejudiced by such failure and in no event shall such failure relieve the Non-Filing Party of any other liability and/or obligation which it may have to the Filing Party.

6.6 Remedies. Except as otherwise provided in this Agreement, the parties hereby agree that the sole and exclusive remedy for a breach by the Filing Party of the Filing Party's obligations to the Non-Filing Party with respect to a deficiency, claim or adjustment relating to the redetermination of a Tax Item of the Non-Filing Party for a Taxable Period shall first be a reduction in the amount that would otherwise be payable by the Non-Filing Party for such Taxable Period and then an increase in amount that would otherwise be payable by the Filing Party for such Taxable Period, in either case because of the breach. The parties further agree that no claim against the Filing Party and no defense to the Non-Filing Party's liabilities to the Filing Party under this Agreement shall arise from the resolution by the Filing Party of any deficiency, claim or adjustment relating to the redetermination of any Tax Item of the Filing Party.

#### SECTION 7. COOPERATION.

7.1 Provision of Information and Documents. FNT and FIS shall cooperate and provide each other with all documents and information, and provide access to employees and officers of any member of the FNT Group or the FIS Group, respectively, as reasonably requested by the other party, on a mutually convenient basis during normal business hours (and promptly reimburse the other party for any out-of-pocket costs incurred by a party in providing such cooperation),

documents and information, and access to the requesting party) to aid the other party in preparing any Tax Return described in Section 2.2 or 2.3 of this Agreement or to contest any Audit of any such Tax Return or to obtain any opinion referred to in Section 5.2, including, without limitation, the making of representations (to the extent such representations are true) in connection with obtaining any such opinion. Such cooperation shall include, without limitation:

- (a) the retention and provision on reasonable request of any and all information including all books, records, documentation or other information, any necessary explanations of information, and access to personnel, until the expiration of the applicable statute of limitation for additional assessments of Tax for the Taxable Period for which such document or other information arises (giving effect to any extension, waiver, or mitigation thereof);
- (b) within the limits otherwise set forth herein, the execution by such party of any document that is relevant and may be necessary or helpful in connection with any Tax Return or in connection with any Contest; and
- (c) the use of the parties' reasonable best efforts to obtain any documentation from a governmental authority or a third party that may be necessary or helpful in connection with the foregoing.
- (d) informing the other parties on a timely basis as to the status and progress of all matters related in a reasonably material way to a contest of a Tax under Section 6. Each party shall provide the other parties, within 10 days of the receipt thereof, with copies of all written communications received from any Tax Authority relating to any such Tax contest, appropriately redacted for any unrelated issues also discussed therein.

7.2 Special Rules Regarding Information Required for Tax Return Preparation. The Non-Filing Party will provide to employees or representatives of the Filing Party responsible for preparing its Tax Returns with access to any relevant information, including any Ruling Documents or Tax Opinion, not in the possession of the Filing Party, as it relates to the Filing Party or any member of the Filing Group, and will provide the Filing Party with a copy of such relevant information to the extent that the issues discussed therein are relevant to the Filing Party or any member of the Filing Group within a reasonable time thereafter, but, in any case, not later than five (5) Business Days after the receipt of a written request therefor.

7.3 Consultations With Regard to Tax Items. FNT and FIS shall advise and consult with each other with respect to any Tax election or the Tax treatment of any item (including the treatment of any item that would be affected by a proposed Tax adjustment relating to a Consolidated Return or Combined Return which is the subject of an Audit or investigation, or is the subject of any proceeding or litigation) which could affect any Tax attribute of the other party or the Other Tax Group (including, but not limited to, basis in an asset or the amount of earnings and profits).

7.4 Limitations on Cooperation. In the event that a Filing Party determines that the provision of any information to any member of the Other Tax Group could be commercially detrimental, violate any law or agreement, or waive any privilege that may be asserted under applicable law including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the parties shall take reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

SECTION 8. MISCELLANEOUS.

8.1 Effectiveness. This Agreement shall become effective as of the Distribution Date ("Effective Date").

8.2 Notices. All notices and other communications hereunder shall be in writing and hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

TO FNF:

Fidelity National Financial, Inc.  
Attention: Anthony Park  
Chief Accounting Officer  
601 Riverside Avenue  
Jacksonville, FL 32201  
Telephone: (904) 854-8152  
With a copy to the General Counsel at the above address

TO FIS:

Fidelity National Information Services, Inc.  
Attention: Richard Cox  
Senior Vice President -- Corporate Tax Director  
601 Riverside Avenue  
Jacksonville, FL 32201  
Telephone: (904) 854-8100  
With a copy to the General Counsel at the above address

TO FNT:

Fidelity National Title Group, Inc.  
Attention: Richard Cox  
Senior Vice President - Corporate Tax Director  
601 Riverside Avenue  
Jacksonville, FL 32201  
Telephone: (904) 854-8100  
With a copy to the General Counsel at the above address

And to such other persons or places as each party may from time to time designate by written notice sent as aforesaid.

8.3 Changes in Law.

- (a) Any reference to a provision of the Code or any other Tax Law shall include a reference to any applicable successor provision or law.
- (b) If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated thereby shall become impracticable or impossible, the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

8.4 Consent. Whenever this Agreement specifies that consent is not to be unreasonably withheld, the determination shall take into account, among other things, the relative amount of potential Tax exposure or refund involved for FNT Group companies on the one hand and the FIS Group companies on the other hand, and if the consent relates to bringing proceedings in one venue rather than another, the impact on such decision on such interests of each group. Any controversy over refusal of consent shall be resolved pursuant to Section 8.5 of this Agreement.

8.5 Dispute Resolution.

- (a) Amicable Resolution. FIS and FNT mutually desire that friendly collaboration continue between them. Accordingly, they will try, and they will cause their respective group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between any FIS Group member and any FNT Group member as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either party, will be referred for resolution to a steering committee established pursuant to Section 3.3(a) of the Cross-Indemnity Agreement (the "Steering Committee"). The Steering Committee will have two members, one of whom will be appointed by FIS and the other of whom will be appointed by FNT, and each

of whom shall be a senior executive of the party appointing the member. The Steering Committee will make a good faith effort to promptly resolve all Disputes referred to it. Steering Committee decisions will be unanimous and will be binding on FIS and FNT. If the Steering Committee does not agree to a resolution of a Dispute within 30 days after the reference of the matter to it, then the parties will be free to exercise the remedies available to them under applicable law, subject to Sections 8.5(b) and 8.5(c).

- (b) Mediation. If the Steering Committee is unable to resolve any Dispute as contemplated by Section 8.5(a), either FIS or FNT may demand mediation of the Dispute by written notice to the other in which case the two parties will select a mediator within 14 days after the demand. Neither party may unreasonably withhold consent to the selection of the mediator. Each of FIS and FNT will bear its own costs of mediation but both parties will share the costs of the mediator equally.
- (c) Arbitration. In the event that the Dispute is not resolved in an amicable manner as set forth in Section 8.5(a) or through mediation pursuant to Section 8.5(b), the latter within 30 days of the submission of the Dispute to mediation, either party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 8.5(c). All Disputes submitted to arbitration pursuant to this Section 8.5(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless either party involved elects to utilize an independent referee ("Referee") mutually acceptable to the parties, in which event all references herein to the American Arbitration Association shall be deemed modified accordingly. Expedited rules shall apply regardless of the amount at issue. Arbitration proceedings hereunder may be initiated by either party making a written request to the American Arbitration Association, together with any appropriate filing fee, at the office of the American Arbitration Association in Orlando, Florida. The arbitration shall be by a single qualified arbitrator ("Arbitrator") experienced in the matters at issue, such Arbitrator to be mutually agreed upon by FIS and FNT. If the parties fail to agree on an Arbitrator within 30 days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of any party to the dispute or difference, appoint the Arbitrator. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the Arbitrator (or any place agreed to by the parties and the Arbitrator). Any order or determination of the arbitral tribunal shall be final and binding upon the parties to the arbitration as to matters submitted and may be enforced by any party to the Dispute in any court having jurisdiction over the subject matter or over any of the parties. The parties agree that the length of time to be provided in any arbitration action to conduct discovery shall be limited to 90 days, the length of time to conduct the arbitration hearing shall be limited to ten days (with each party having equal time) and that the Arbitrator shall be required to render his or her decision within 30 days of the completion of the arbitration hearing. All costs and expenses incurred by the Arbitrator shall be shared equally by the parties. Each

party shall bear its own costs and expenses in connection with any such arbitration proceeding. The use of any alternative dispute resolution procedures hereunder will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

(d) Non-Exclusive Remedy.

- i. Nothing in this Section 8.5 shall prevent either FIS or FNT from commencing formal litigation proceedings or seeking injunctive or similar relief if any delay resulting from efforts to mediate such Dispute could result in serious and irreparable injury to FIS, FNT or any member of either party's group.
- ii. Nothing in this Section 8.5 shall prevent either FIS or FNT from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of the Cross-Indemnity Agreement. If an arbitral tribunal has not been appointed with respect to any Dispute at the time of such actual or threatened breach, then either party may seek such injunctive or interim relief from any court with jurisdiction over the matter. If an arbitral tribunal has been appointed with respect to any Dispute at the time of such actual or threatened breach, then the parties agree to submit to the jurisdiction of the state and federal courts of Duval County, Florida, pursuant to Section 3.2 of the Cross-Indemnity Agreement, with respect to such matter.

(e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, FIS and FNT are the only members of their respective group entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 8.5 or otherwise, and each party will cause its respective group members not to commence any dispute resolution procedure other than through such party as provided in this Section 8.5(e).

8.5 Third-Party Claims. In the event of the assertion of any Third-Party Claim, claim procedures will be governed by the provisions of Section 2.3 of the Cross-Indemnity Agreement.

8.6 Authorization. Each of the parties hereto hereby represents and warrants (a) that it has the power and authority to execute, deliver and perform this Agreement, (b) that this Agreement has been duly authorized by all necessary corporate action on the part of each such party, (c) that this Agreement constitutes a legal, valid and binding obligation of each such party and (d) that the execution, delivery and performance of this Agreement by such party does not contravene or conflict with any provision of law or of its charter or bylaws or any agreement, instrument or order binding on such party.

8.7 Successors. The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

- 8.8 Assignment. Except for assignments or transfers by operation of law, this Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other party hereto, which consent will not be unreasonably withheld, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void.
- 8.9 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.
- 8.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.
- 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.
- 8.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 8.13 No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement is solely for the benefit of FNF, each member of FNT Group and each member of the FIS Group. This Agreement should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other rights in excess of those existing without reference to this Agreement.
- 8.14 Waivers. The failure of any party to require strict performance by any other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.
- 8.15 Setoff. All payments to be made by any party under this Agreement may be netted against payments due to such party under this Agreement, but otherwise shall be made without setoff, counterclaim or withholding, all of which are hereby expressly waived.
- 8.16 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each of the parties hereto.
- 8.17 Schedules. Schedule I shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

FIDELITY NATIONAL FINANCIAL, INC.

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

FIDELITY NATIONAL INFORMATION SERVICES, INC.

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

FIDELITY NATIONAL TITLE GROUP, INC.

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



Schedule I

1. Any Federal Income Tax to be allocated to a Consolidated Group or to any member thereof in accordance with this Agreement shall be allocated on the basis of the Hypothetical Tax of the Consolidated Group or of the relevant member thereof.
  - (a) For purposes of this Agreement, the "Hypothetical Tax" of the Consolidated Group or any member thereof for any Taxable Period shall be the Federal Income Tax liability that the Consolidated Group or any member thereof would have had for such Taxable Period if the Consolidated Group or any member thereof had filed its own Consolidated Return or Separate Return for such Taxable Period, taking into account any carryovers to, or carrybacks from, other Taxable Periods of the Consolidated Group or any member thereof that are available in such Taxable Period of the Consolidated Group or any member thereof, or would have been so available (after taking into account Paragraph 1(b)(i) of this Schedule I), if the Consolidated Group or any member thereof had filed its own Consolidated Return or Separate Return, respectively, for such other Taxable Periods, and the Consolidated Group or any member thereof was subject to Tax on all of its taxable income at the applicable maximum rate specified in the Code but without the benefit of any surtax exemption.
  - (b) In computing the Hypothetical Tax of the Consolidated Group or any member thereof:
    - (i) In the case of any item of income, gain, loss, deduction or credit that is computed or subject to a limitation only on a consolidated basis, including but not limited to, charitable contributions, capital losses, foreign tax credits, research and experimentation credit and Section 1231 gains and losses ("Consolidated Items"), such Consolidated Items shall be taken into account by the Consolidated Group or any member thereof only if, and to the extent that, a Consolidated Item is taken into account and actually affects the amount of the Tax liability of the Consolidated Group;
    - (ii) In the case of the treatment of an item subject to an election made only on a consolidated basis, the treatment will be governed by the election made by agent of the group on the Consolidated Return, and
    - (iii) All intercompany transactions (as defined in Section 1.1502-13(b)(1) of the Treasury Regulations) between and among members of the Consolidated Group will be taken into account in computing the Hypothetical Tax of the Consolidated Group or any

member thereof at the time when such transactions are required to be taken into account by the Consolidated Group under Section 1.1502-13 of the Treasury Regulations, and any Consolidated item not initially taken into account in computing the tax of the Consolidated Group or any member thereof shall be taken into account by the Consolidated Group or any member thereof in the Taxable Period, and to the extent, that such Consolidated item is taken into account by the Consolidated Group.

2. Combined State/Local Taxes shall be allocated between members of the Filing Group and members of the Non-Filing Group first on the basis of, and to the extent that, the receipts, income, capital or net worth of a member of the Filing Group or of the Non-Filing Group resulted in, or increased, such Taxes, with any remaining Combined State/Local Taxes allocated among the members on the basis which each member's relative attribute (positive or negative) was taken into account in determining the amount of such Taxes.
3. If a Consolidated Federal Tax, Combined State/Local Tax, or Separate Tax liability is assessed after the Distribution Date pursuant to a Final Determination, such amount shall be allocated under the principles of paragraphs 1 and 2.
4. All Tax allocations relating to Taxable Periods that include, but do not end on, the Distribution Date, shall be made, between the Pre-Distribution Period and Post-Distribution Period on the basis of an interim closing of the books as if such Taxable Period ended as of the close of business on the Distribution Date. Any real or personal property Tax, or similar Tax, determined on an annual or periodic basis shall be attributed to the Pre-Distribution Period on the basis of the number of days in such Pre-Distribution Period to the total number of days in the entire Taxable Period. Any adjustment required by Section 481 of the Code (including adjustments for marking receivables to market) shall be attributable to the deductions or credits (or lack thereof) giving rise to the Section 481 adjustment.