United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (date of earliest event reported):
January 2, 2014

Fidelity National Financial, Inc.
(Exact name of Registrant as Specified in its Charter)

001-32630
(Commission File Number)

Delaware	**16-1725106**
(State or Other Jurisdiction of Incorporation or Organization)	**(IRS Employer Identification Number)**

601 Riverside Avenue
Jacksonville, Florida 32204
(Addresses of Principal Executive Offices)

(904) 854-8100
(Registrant’s Telephone Number, Including Area Code)

(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))

Item 1.01 Entry into a Material Definitive Agreement.

On January 2, 2014, upon consummation of the Merger (defined below) the registrant, Fidelity National Financial, Inc., a Delaware corporation (“FNF”), entered into a Supplemental Indenture with Lender Processing Services, Inc., a Delaware corporation (“LPS”), Black Knight Lending Solutions, Inc., a Delaware corporation (“BKLS,” and along with LPS, the “Issuers”) and U.S. Bank National Association, as trustee (the “Supplemental Indenture”), to the Indenture (as supplemented by the Supplemental Indenture, the “Indenture”), dated as of October 12, 2012, among LPS, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee, related to LPS’ 5.75% Senior Notes due 2023 (the “Notes”).

Pursuant to the terms of the Supplemental Indenture, (i) FNF became a guarantor of LPS’ obligations under the Notes and agreed to fully and unconditionally guarantee the Notes, on a joint and several basis with the guarantors named in the Indenture, and (ii) BKLS became a “co-issuer” of the Notes and agreed to become a co-obligor of LPS’ obligations under the Indenture and the Notes, on the same terms and subject to the same conditions as LPS, on a joint and several basis.

The foregoing summary of the Supplemental Indenture does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Supplemental Indenture, which is filed as Exhibit 4.1 hereto and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposal of Assets.

On January 2, 2014, FNF completed the acquisition of LPS pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of May 28, 2013, among FNF, Lion Merger Sub, Inc., a Delaware corporation and a subsidiary of FNF (“Merger Sub”), and LPS. Pursuant to the Merger Agreement, Merger Sub merged with and into LPS (the “Merger”), with LPS surviving as a subsidiary of FNF, and each outstanding share of common stock, par value $0.0001 per share, of LPS (the “LPS Common Stock”) (other than shares owned by LPS, its subsidiaries, FNF or Merger Sub and shares in respect of which appraisal rights had been properly exercised and perfected under Delaware law) was automatically converted into the right to receive (i) $28.102 in cash and (ii) 0.28742 of a share of Class A common stock, par value $0.0001 per share, of FNF (“FNF Common Stock”) (the “Merger Consideration”). The Merger was effective on January 2, 2014.

In connection with the Merger, FNF issued approximately 25.9 million shares of FNF Common Stock and paid approximately $2.5 billion in cash to former stockholders and equity award holders of LPS.

Upon the closing of the Merger, the shares of LPS Common Stock, which previously traded under the ticker symbol “LPS” on the New York Stock Exchange (the “NYSE”), ceased trading on, and were delisted from, the NYSE.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is attached as Exhibit 2.1 to FNF’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “Commission”) on May 28, 2013.

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

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

As of January 2, 2014, $600 million in aggregate principal amount of Notes was outstanding. The Notes are due October 2023 and were issued pursuant to the Indenture. At any time and from time to time, prior to October 15, 2015, the Issuers may redeem up to a maximum of 35% of the original aggregate principal amount of the Notes with the proceeds of one or more equity offerings, at a redemption price equal to 105.75% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Prior to October 15, 2017, the Issuers may redeem some or all of the Notes by paying a “make-whole” premium based on U.S. Treasury rates. On or after October 15, 2017, the Issuers may redeem some or all of the Notes at the redemption prices described in the Indenture, plus accrued and unpaid interest.

The Indenture contains covenants that, among other things, limit the Issuers’ ability and the ability of certain of the Issuers’ subsidiaries (a) to incur or guarantee additional indebtedness or issue preferred stock, (b) to make certain restricted payments, including dividends or distributions on equity interests held by persons other than the Issuers or certain subsidiaries, in excess of an amount generally equal to 50% of consolidated net income generated since July 1, 2008, (c) to create or incur certain liens, (d) to engage in sale and leaseback transactions, (e) to create restrictions that would prevent or limit the ability of certain subsidiaries to (1) pay dividends or other distributions to the Issuers or certain other subsidiaries, (2) repay any debt or make any loans or advances to the Issuers or certain other subsidiaries or (3) transfer any property or assets to the Issuers or certain other subsidiaries, (f) to sell or dispose of assets of the Issuers or any restricted subsidiary or enter into merger or consolidation transactions and (g) to engage in certain transactions with affiliates. Pursuant to the terms of the Supplemental Indenture, these covenants do not apply to FNF. These covenants are subject to a number of exceptions, limitations and qualifications in the Indenture. In addition, most of these covenants will be suspended during any period when either Standard & Poor's Ratings Group or Moody's Investor Services, Inc. assign the Notes an Investment Grade Rating (as defined in the Indenture) and no default has occurred and is continuing under the Indenture. The Notes are currently in a covenant suspension period.

The Indenture contains customary events of default, including failure of the Issuers (i) to pay principal and interest when due and payable and breach of certain other covenants and (ii) to make an offer to purchase and pay for Notes tendered as required by the Indenture. Events of default also include cross defaults, with respect to any other debt of the Issuers or debt of certain subsidiaries having an outstanding principal amount of $80.0 million or more in the aggregate for all such debt, arising from (i) failure to make a principal payment when due and such defaulted payment is not made, waived or extended within the applicable grace period or (ii) the occurrence of an event which results in such debt being due and payable prior to its scheduled maturity. Upon the occurrence of an event of default (other than a bankruptcy default with respect to the Issuers or certain subsidiaries), the trustee or holders of at least 25% of the Notes then outstanding may accelerate the Notes by giving the Issuers appropriate notice. If, however, a bankruptcy default occurs with respect to the Issuers or certain subsidiaries, then the principal of and accrued interest on the Notes then outstanding will accelerate immediately without any declaration or other act on the part of the trustee or any holder.

The foregoing summary of the Indenture does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Indenture, which is incorporated by reference as Exhibit 4.2 hereto.

Item 8.01 Other Events.

On January 2, 2014, FNF issued a press release announcing the completion of the Merger. A copy of the press release is attached as Exhibit 99.1 to this report and incorporated herein by reference.

FNF has formed a wholly-owned subsidiary called Black Knight Financial Services, Inc. ("Black Knight") to indirectly own both the former LPS business units and FNF's ServiceLink business. Following the closing of the Merger and completion of an internal reorganization, each of Black Knight's two operating subsidiaries, Black Knight Financial Services, LLC (which owns the technology, data and analytics business) and ServiceLink Holdings, LLC (which owns the transaction services business and the ServiceLink business) completed an issuance of a 35% interest to funds affiliated with Thomas H. Lee Partners, L.P and certain related entities (the "THL Issuance"). On January 3, 2014, FNF issued a press release announcing the formation of Black Knight and the THL Issuance. A copy of the press release is attached as Exhibit 99.2 to this report and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The financial statements required by Item 9.01(a) of Form 8-K will be filed by amendment no later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information.

The pro forma financial information required by Item 9.01(b) of Form 8-K will be filed by amendment no later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of May 28, 2013, among Fidelity National Financial, Inc., Lion Merger Sub, Inc. and Lender Processing Services, Inc. (filed as Exhibit 2.1 to Fidelity National Financial, Inc.'s Current Report on Form 8-K, filed on May 28, 2013).
4.1	Supplemental Indenture, dated as of January 2, 2014, among Lender Processing Services, Inc., Fidelity National Financial, Inc., Black Knight Lending Solutions, Inc. and U.S. Bank National Association, as trustee.
4.2	Indenture, dated as of October 12, 2012, among Lender Processing Services, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by Lender Processing Services, Inc., the predecessor to Black Knight InfoServ, LLC, on October 12, 2012).
99.1	Press release dated January 2, 2014.
99.2	Press release dated January 3, 2014.

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.

Date: January 3, 2014

FIDELITY NATIONAL FINANCIAL, INC.

/s/ Michael L. Gravelle

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

EXHIBIT INDEX

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99.1	Press release dated January 2, 2014.
99.2	Press release dated January 3, 2014.

Exhibit 4.1

EXECUTION COPY

SUPPLEMENTAL INDENTURE

dated as of January 2, 2014

among

Lender Processing Services, Inc.

Black Knight Lending Solutions, Inc.

Fidelity National Financial, Inc.

and U.S. Bank National Association,
as Trustee

5.75%
Senior Notes due
2023

EXECUTION COPY

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**") is entered into as of January 2, 2014, among Lender Processing Services, Inc., a Delaware corporation (the "**Company**"), Black Knight Lending Solutions, Inc., a Delaware corporation (the "**Co-Issuer**"), Fidelity National Financial, Inc., a Delaware corporation (the "**Parent**"), and U.S. Bank National Association, as trustee (the "**Trustee**").

RECITALS

WHEREAS, the Company, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of October 12, 2012 (the "**Indenture**"), relating to the Company's 5.75% Senior Notes due 2023 (the "**Notes**");

WHEREAS, Section 9.01(6) of the Indenture provides, in part, that the Company and the Trustee may amend or supplement the Indenture or the Notes without notice to or the consent of any Noteholder to, among other things, provide for any Guarantee of the Notes;

WHEREAS, Section 9.01(9) of the Indenture provides, in part, that the Company and the Trustee may amend or supplement the Indenture or the Notes without notice to or the consent of any Noteholder to, among other things, provide additional rights or benefits to the Holders;

WHEREAS, the Parent has consummated the acquisition of the Company through a merger of an indirect subsidiary of the Parent with and into the Company with the Company as the surviving corporation (the "**Merger**");

WHEREAS, in connection with the consummation of the Merger, the Parent desires to fully and unconditionally Guarantee the Notes on the same terms and subject to the same conditions as the Guarantors named in the Indenture, including pursuant to Article 10 thereof, on a joint and several basis with such Guarantors;

WHEREAS, following consummation of the Merger, the Company will convert from a Delaware corporation into a Delaware limited liability company and, in connection therewith, the Company desires to add the Co-Issuer, and the Co-Issuer desires to be added, as a "co-issuer" of the Notes such that the Co-Issuer shall become a co-obligor of all of the Company's obligations under the Indenture and the Notes, on the same terms and subject to the same conditions as the Company, on a joint and several basis;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the parties hereto, and all other acts and requirements necessary to make this Supplemental Indenture a valid and binding supplement to the Indenture effectively amending the Indenture as set forth herein have been duly taken.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this Supplemental Indenture hereby agree as follows:

Section 1.01. Defined Terms. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2.01. Guarantee. The Parent, by its execution of this Supplemental Indenture, hereby agrees to be added as a Guarantor under the Indenture, as modified by this Supplemental Indenture, and to fully and unconditionally Guarantee the Notes, on a joint and several basis with the Guarantors named therein, pursuant to Article 10 thereof.

Section 3.01. Amendments to Indenture.

(a) ***Section 1.01.*** Section 1.01, *Definitions*, of the Indenture is hereby amended to:

(i) add the following to the end of the definition of "Guarantor" (immediately prior to the period):

"and (iii) the Parent Guarantor until the Parent Guarantor is released from its Note Guaranty pursuant to this Indenture"

(ii) add the following definition in its proper alphabetical order:

"**Parent Guarantor**" means Fidelity National Financial, Inc., a Delaware corporation, and any successor thereto that expressly assumes the Parent Guarantor's Note Guaranty."

(b) ***Article 4.*** ARTICLE 4, COVENANTS, of the Indenture is hereby amended to add the following new Section 4.19 at the end of such Article 4:

"Section 4.19. *Parent Guarantor*. For the avoidance of doubt, the Parent Guarantor shall not be subject to any restriction or limitation set forth in this Article 4 and shall not be required to comply with any of the covenants set forth in this Article 4."

(c) ***Section 5.02.*** Section 5.02. *Consolidation, Merger or Sale of Assets by a Guarantor,* of the Indenture is hereby amended to:

(i) add the following to the first sentence of clause (a) thereof immediately after the words "No Guarantor" and before the word "may":

"(other than the Parent Guarantor)"

(ii) insert the following new clause (b) at the end of such Section 5.02:

"(b) Nothing contained in this Indenture shall limit the Parent Guarantor's ability to consolidate with or merge with or into any Person, or sell, convey, transfer or dispose of, all or substantially all of its assets as an entirety or substantially as an entirety, in one transaction or series of related transactions, to any Person, or permit any Person to merge with or into the Parent Guarantor, and any Person into which the Parent Guarantor may be merged or to which such sale, conveyance, transfer or disposition has been made shall not be deemed to be a successor to the Parent Guarantor as a result of any such transaction and it will only become a Parent Guarantor if it elects to expressly assume the Note Guaranty of the Parent Guarantor."

(d) ***Section 10.09.*** Section 10.09, *Release of Guaranty*, of the Indenture is hereby amended to add the following paragraph as the penultimate paragraph in such Section 10.09:

"Notwithstanding anything herein to the contrary, the Note Guaranty of the Parent Guarantor may be terminated and discharged and be of no further force and effect, and the Parent Guarantor will be automatically and unconditionally released from all of its obligations thereunder and under the Notes and the Indenture, solely upon the defeasance or discharge of the Notes, as provided in Article 8 or upon satisfaction and discharge of this Indenture. The Note Guaranty of the Parent Guarantor shall be irrevocable prior to any such defeasance, discharge or satisfaction of the Notes."

Section 4.01. Co-Issuer. The Co-Issuer is hereby deemed the "co-issuer" of the Notes and agrees to become a co-obligor of all of the Company's obligations under the Indenture and the Notes, on the same terms and subject to the same conditions as the Company, on a joint and several basis. The Co-Issuer hereby expressly assumes, jointly and severally with the Company, all of the Company's obligations under the Indenture and the Notes, on the same terms and subject to the same conditions as the Company. Nothing in this Supplemental Indenture shall release the Company from any of its obligations under the Indenture or the Notes. Unless the context otherwise requires, all references to the Company, as the issuer of the Notes in the Indenture and the Notes, shall be to the Company and the Co-Issuer, jointly, as co-issuers of the Notes.

Section 5.01. Execution and Delivery of Note Guaranty. The execution by the Parent of this Supplemental Indenture evidences the Note Guaranty of the Parent, whether or not the person signing as an officer of the Parent still holds that office at the time of authentication of any Note. The delivery of any Note by the Trustee after authentication constitutes due delivery of the Note Guaranty set forth in this Supplemental Indenture on behalf of the Parent.

Section 6.01. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 7.01. Trustee Makes No Representation. The Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, the Co-Issuer and the Parent, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 8.01. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

Section 9.01. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 10.01. Counterparts. This Supplemental Indenture may be signed in multiple counterparts which together will constitute one and the same instrument.

Section 11.01. Separability. In case any one or more of the provisions contained the Indenture or this Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Indenture or this Supplemental Indenture, but the Indenture or this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 12.01. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Noteholders, any benefit or any legal or equitable right, remedy, or claim under this Supplemental Indenture.

[SIGNATURE PAGE TO FOLLOW]

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

Lender Processing Services, Inc., as Issuer

By: /s/ Brent B. Bickett
Name: Brent B. Bickett
Title: President

Black Knight Lending Solutions, Inc., as Co-Issuer

By: /s/ Brent B. Bickett
Name: Brent B. Bickett
Title: President

Fidelity National Financial, Inc., as Parent

By: /s/ Brent B. Bickett
Name: Brent B. Bickett
Title: President

U.S. Bank National Association, as Trustee

By: /s/ Jack Ellerin
Name: Jack Ellerin
Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENTAL INDENTURE]

Exhibit 99.1

PRESS RELEASE

Fidelity National Financial, Inc. Announces Closing of Lender Processing Services, Inc. Acquisition

Jacksonville, Fla. — (January 2, 2014) — Fidelity National Financial, Inc. (NYSE:FNF), a leading provider of title insurance and transaction services to the real estate and mortgage industries, today announced the closing of its acquisition of Lender Processing Services, Inc. (NYSE:LPS).

“We are excited to consummate the LPS acquisition and bring its market-leading technology solutions and services back into the FNF family,” said FNF Chairman William P. Foley, II. “This combination creates a larger, broader, more diversified and recurring revenue base for FNF and makes us the nation’s leading provider of transaction services and technology solutions to the real estate and mortgage industries. We also believe that there will be future complementary acquisition opportunities, particularly in the core mortgage technology business, that will serve to enhance organic growth. This is a strategic acquisition that we believe will provide a platform for future growth opportunities that can continue to create significant value for our shareholders.”

The total consideration paid for a share of LPS common stock will be $37.14, consisting of $28.10 in cash and $9.04 in FNF common stock, with the value of the stock component calculated as the product of the average FNF common stock price of $31.459 and the Exchange Ratio of 0.28742. FNF will issue approximately 25.9 million shares of its common stock to former LPS stockholders as the stock component of the total consideration.

About FNF

Fidelity National Financial, Inc. (NYSE:FNF), is a leading provider of title insurance, mortgage services and diversified services. FNF is the nation’s largest title insurance company through its title insurance underwriters - Fidelity National Title, Chicago Title, Commonwealth Land Title and Alamo Title - that collectively issue more title insurance policies than any other title company in the United States. FNF also owns a 55% stake in American Blue Ribbon Holdings, LLC, a restaurant owner and operator of the O’Charley’s, Ninety Nine Restaurant, Max & Erma’s, Village Inn, Bakers Square and Stoney River Legendary Steaks concepts. In addition, FNF also owns a 51% stake in Remy International, Inc., a leading designer, manufacturer, remanufacturer, marketer and distributor of aftermarket and original equipment electrical components for automobiles, light trucks, heavy-duty trucks and other vehicles. FNF also owns a minority interest in Ceridian Corporation, a leading provider of global human capital management and payment solutions. More information about FNF can be found at www.fnf.com.

Forward-Looking Statements

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

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

FIDELITY NATIONAL FINANCIAL

PRESS RELEASE

Fidelity National Financial, Inc. Announces Formation of Black Knight Financial

Services and Issuance of a 35% Interest in Two Black Knight Operating Subsidiaries to

Thomas H. Lee Partners, L.P.

Jacksonville, Fla. — (January 3, 2014) — Fidelity National Financial, Inc. (NYSE:FNF), a leading provider of title insurance and transaction services to the real estate and mortgage industries, today announced the reorganization of the former Lender Processing Services, Inc. (“LPS”) businesses, the formation of a wholly-owned subsidiary called Black Knight Financial Services, Inc. (“Black Knight”) and the issuance of a 35% interest in each of Black Knight’s two operating subsidiaries, ServiceLink Holdings, LLC (“ServiceLink”) and Black Knight Financial Services, LLC (“BKFS”), to funds affiliated with Thomas H. Lee Partners, L.P. and certain related entities. Black Knight, through ServiceLink and BKFS, now owns and operates the former LPS businesses and FNF’s ServiceLink business. FNF’s core operating subsidiaries now consist of Fidelity National Title Group, Inc. and Black Knight.

BKFS consists of LPS’ former technology, data and analytics businesses and the technology offerings previously owned by FNF’s ServiceLink division. BKFS’ primary products and services include:

- Empower®, PCLender® and LendingSpace® - enterprise-wide loan origination systems that support the correspondent, wholesale and retail markets
- RealEC® - electronically connects mortgage lenders and their business partners, and supports the company’s loan quality offerings
- MSP® - the leading residential mortgage servicing technology platform in the U.S.
- LPS Desktop® and Fusion – comprehensive workflow platforms that support mortgage servicing
- The world’s largest U.S. property database, that covers 99.9% of U.S. property records from over 3,000 counties
- Most comprehensive mortgage performance data - represents nearly 70 percent of loans in the mortgage industry and provides the broadest breadth and depth of any single loan-level data source
- Industry-leading analytics - Provide valuable insight that helps effectively manage risk, support regulatory compliance and improve decision-making

BKFS will be led by Tom Sanzone, who joined FNF in 2013 and has more than 25 years of experience in the financial services industry, leading both technology and business operations at some of the world’s largest global financial institutions.

ServiceLink consists of FNF's former ServiceLink division and LPS's former transaction services business. ServiceLink provides a full suite of origination and default related products and services to leading national and regional mortgage originators. Its primary offerings include:

- A comprehensive suite of title, closing and escrow services and flood certifications
- Market-leading appraisal and valuation solutions
- Default- related services, including asset management, field services and sales and posting

ServiceLink will continue to be led by Chris Azur, the former President of FNF's ServiceLink division, who has more than 20 years of experience in the mortgage transactions services business.

Azur and Sanzone will report to William P. Foley, II, Chairman of FNF and Black Knight. Additionally, Kirk Larsen will serve as Chief Financial Officer of Black Knight, reporting to Foley. Prior to joining Black Knight, Larsen was Corporate Executive Vice President of Finance and Treasurer of FIS, the world's largest global provider dedicated to banking and payments technologies.

"We are excited to finalize the reorganization, ownership and management structure of the former LPS and ServiceLink businesses," said Foley. "We will now focus our efforts on the successful integration of these businesses to achieve operational efficiencies, drive organic growth and identify investment opportunities to grow this core business."

About FNF

Fidelity National Financial, Inc. (NYSE:FNF), is a leading provider of title insurance, mortgage services and diversified services. FNF is the nation's largest title insurance company through its title insurance underwriters - Fidelity National Title, Chicago Title, Commonwealth Land Title and Alamo Title - that collectively issue more title insurance policies than any other title company in the United States. FNF also owns a 55% stake in American Blue Ribbon Holdings, LLC, a restaurant owner and operator of the O'Charley's, Ninety Nine Restaurant, Max & Erma's, Village Inn, Bakers Square and Stoney River Legendary Steaks concepts. In addition, FNF also owns a 51% stake in Remy International, Inc., a leading designer, manufacturer, remanufacturer, marketer and distributor of aftermarket and original equipment electrical components for automobiles, light trucks, heavy-duty trucks and other vehicles. FNF also owns a minority interest in Ceridian Corporation, a leading provider of global human capital management and payment solutions. More information about FNF can be found at www.fnf.com.

About Thomas H. Lee Partners

Thomas H. Lee Partners, L.P. ("THL") is one of the world's oldest and most experienced private equity firms. The firm invests in growth-oriented global businesses, headquartered principally in North America, across three broad sectors: Consumer & Healthcare, Media & Information Services and Business & Financial Services. THL's team of investment and operating professionals partner with portfolio company management teams to identify and implement business process improvements that accelerate sustainable revenue and profit growth. Since its founding in 1974, THL has raised approximately $20 billion of equity capital and invested in more than 100 businesses with an aggregate purchase price of more than $150 billion. THL strives to build great companies of lasting value and generate superior investment returns. For more information, please visit www.thl.com.

Forward-Looking Statements

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

SOURCE: Fidelity National Financial, Inc.
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