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**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): **November 9, 2006**

# FIDELITY NATIONAL FINANCIAL, INC.

(Exact name of Registrant as Specified in its Charter)

| **Delaware** | **001-32630** | **16-1725106** |
|---|---|---|
| (State or other Jurisdiction of Incorporation or Organization) | (Commission File Number) | (IRS Employer Identification No.) |

| **601 Riverside Avenue**<br>**Jacksonville, Florida** | **32204** |
|---|---|
| (Address of principal executive offices) | (Zip code) |

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

**FIDELITY NATIONAL TITLE GROUP, INC.**
(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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 8.01. Other Events.**

On November 9, 2006, Fidelity National Information Services, Inc. ("FIS") completed the acquisition of former Fidelity National Financial, Inc. ("Old FNF") by merging Old FNF with and into FIS (the "Merger"), pursuant to an agreement and plan of merger, dated as of June 25, 2006, as amended and restated as of September 18, 2006, with Old FNF. Accordingly, the separate corporate existence of Old FNF ceased.

On November 9, 2006, following the completion of the Merger, our Company changed its corporate name from "Fidelity National Title Group, Inc." to "Fidelity National Financial, Inc." Further, on November 9, 2006, the Company changed the trading symbol for its common stock on the New York Stock Exchange from "FNT" to "FNF." The Company effected the corporate name change by filing an Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware. A copy of the form of Amended and Restated Certificate of Incorporation is incorporated herein by reference to Annex C to the Company's Schedule 14C filed with the Securities and Exchange Commission on September 19, 2006.

Prior to the Merger, the Company was party to various "intercompany agreements" with Old FNF and with FIS. Effective on November 9, 2006, in connection with the completion of the Merger, certain intercompany agreements were terminated. In addition, some of the original intercompany agreements were amended and restated, and FIS entered into additional intercompany agreements with the Company.

The primary reason for terminating the intercompany agreements was to reflect the effect of the Merger on FIS' overall corporate structure. Some of the intercompany agreements were amended and restated (and FIS entered into additional intercompany agreements with the Company) in connection with the Merger in order to ensure that the rights and obligations covered by the intercompany agreements before the Merger are properly allocated among the post-Merger entities.

The additional intercompany agreements that were effective as of the Merger are filed as Exhibits 99.1 through 99.7 to this report. The following summaries are qualified in their entirety by reference to the text of such exhibits. The agreements described herein do not constitute all of the intercompany agreements between the Company and FIS, Old FNF or their respective affiliates. Additional intercompany agreements that are not being amended and restated in connection with the Merger are described under the caption "Certain Relationships and Related Transactions with FNF and FIS" in the Company's Schedule 14C filed with the Securities and Exchange Commission on September 19, 2006.

**Arrangements with Old FNF**

On November 9, 2006, in connection with the Merger, each of the following agreements was terminated:

(i) Amended and Restated Corporate Services Agreement, dated as of February 1, 2006.

(ii) Amended and Restated Reverse Corporate Services Agreement, dated as of February 1, 2006.

(iii) Sub-Lease Agreement, dated as of September 27, 2005.

**Arrangements with FIS**

***Corporate Services Agreement***

Prior to the Merger, FIS was party to a corporate services agreement with the Company under which the Company provided corporate and other support services to FIS, including accounting (including statutory accounting services), corporate, legal and related services, purchasing and procurement services, and other general administrative and management services. FIS was also party to a reverse corporate services agreement with the Company, under which FIS provides the Company with access to legal services, human resources and employee benefits administration, and access to services with regard to a mainframe computer system.

By mutual consent of the parties, the corporate services agreement and the reverse corporate services agreement were amended effective on November 9, 2006, to (i) revise the services to be provided by the Company to FIS and by FIS to the Company, (ii) modify the term of the agreement to be two years from the date of the closing of the Merger and (iii) delete the automatic termination trigger upon a change of control of either party. The services provided under the agreements were also modified to reflect the services needed by each of the parties, but are generally similar in nature to the services previously provided under the corporate services agreements.

***Property Management, Lease and SubLease Agreements***

Prior to the Merger, a subsidiary of FIS was party to a lease agreement with the Company under which the Company leased from FIS certain portions of FIS' Jacksonville, Florida headquarters buildings located at 601 Riverside Avenue in Jacksonville, Florida. Lease terms were generally commensurate with those found in the local real estate market.

By mutual consent of the parties, the lease was amended effective on November 9, 2006, to update certain provisions to reflect the post-Merger relationships among the parties, including the deletion of references to Old FNF. Under the lease, the Company is obligated to pay base rent for approximately 89,754 square feet at an annual rate of $23.05 per rentable square foot, in equal monthly installments paid in advance on the first day of each calendar month. If the Company fails to pay timely, a default rate applies. In addition to paying base rent, for each calendar year commencing with calendar year 2005, the Company will be obligated to pay, as additional rent, the Company's share of the landlord's reasonable estimate of operating expenses for the entire facility that are in excess of the operating expenses (subject to certain exclusions) applicable to the 2005 base year. The Company is also liable to the landlord for its entire cost of providing any services or materials exclusively to the Company. The Company does not anticipate requesting any exclusive services from the landlord, in its capacity as landlord, during calendar years 2006 or 2007. The lease expires on December 31, 2007.

Effective on November 9, 2006, FIS, as property manager, entered into a property management agreement with the Company, with respect to the management of the new office space at 601 Riverside Avenue, Jacksonville, Florida, known as "Building V". FIS also subleases a portion of the office space in Building V for its operations. As compensation for its property management services, FIS will receive an annual management fee equal to $20.19 per rentable square foot per annum, payable in arrears and paid in monthly installments of $440,034.31, as and to the extent collected from the monthly rental payment received from tenants. Terms of this property management agreement are similar to those customarily found in similar office property management arrangements, subject to the particular needs of the parties and the nuances of the property to be managed. This agreement expires on December 31, 2007.

Effective on November 9, 2006, FIS, as sublessee, entered into a sublease agreement with the Company, as lessee, with respect to the new office space at 601 Riverside Avenue, Jacksonville, Florida, known as "Building V". The terms and provisions of this sublease agreement mirror the management and economic effect of the terms and conditions of the lease agreement between FIS and the Company with respect to the existing office space at 601 Riverside Avenue, Jacksonville, Florida, so that all of the office space located at the 601 Riverside Avenue campus benefit from per square foot average cost pricing for the entire campus. The term of the sublease agreement coincides with the lease agreement and will expire on December 31, 2007. The rental price is determined on the same formulaic basis currently set forth in the lease agreement.

Effective on November 9, 2006, FIS also entered into a telecommunications services agreement with the Company, for reimbursement by the Company of its pro rata share of the telecommunications systems costs at the 601 Riverside campus. The term of this agreement expires on December 31, 2007 to coincide with the expiration of the lease and sublease agreements. The telecommunications services agreement provides that the Company will reimburse FIS for its pro rata share of the telecommunications systems costs at the 601 Riverside Avenue campus, in Jacksonville, Florida, based on the number of employees that the Company has at the campus.

***Aircraft Cost Sharing Agreement***

Effective on November 9, 2006, FIS entered into an aircraft cost allocation agreement with the Company, pursuant to which each party agreed to reimburse the other for its pro rata share of the actual costs incurred in the use of the other party's corporate aircraft. As a result of this agreement, FIS may utilize the Company's corporate aircraft from time to time, and the Company may utilize FIS' corporate aircraft, with an obligation to reimburse for the respective share of the costs.

**Item 9.01. Financial Statements and Exhibits**

As described in the Company's Current Report on Form 8-K filed on October 27, 2006, the Company herewith files the financial information required by this item, with respect to the Company's acquisition of substantially all of the assets and liabilities of Old FNF.

(a) *Financial statements of the business acquired.*

The following financial statements were filed as part of Old FNF's Annual Report on Form 10-K for the year ended December 31, 2005 (File 1-9396) and are incorporated herein by this reference:

- Reports of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2005 and 2004
- Consolidated Statements of Earnings for the years ended December 31, 2005, 2004 and 2003
- Consolidated Statements of Comprehensive Earnings for the years ended December 31, 2005, 2004 and 2003
- Consolidated Statements of Stockholders' Equity for the years ended December 31, 2005, 2004 and 2003
- Consolidated Statements of Cash Flows for the years ended December 31, 2005, 2004 and 2003
- Notes to Consolidated Financial Statements.

The following financial statements were filed as part of Old FNF's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006 and are incorporated herein by this reference:

- Condensed Consolidated Balance Sheets as of September 30, 2006 and December 31, 2005
- Condensed Consolidated Statements of Earnings for the periods ended September 30, 2006 and 2005
- Condensed Consolidated Statements of Comprehensive Earnings for the period ended September 30, 2006 and 2005
- Condensed Consolidated Statement of Stockholders' Equity for the nine months ended September 30, 2006
- Condensed Consolidated Statements of Cash Flows for the nine months ended September 30, 2006 and 2005
- Notes to Condensed Consolidated Financial Statements.

(b) *Pro forma financial information.*

Pro forma financial statements with respect to the combined company are attached hereto as Exhibit 99.8 and are incorporated herein by reference.

(d) Exhibit

| Exhibit Number | Description |
|---|---|
| 3.1 | Form of Amended and Restated Certificate of Incorporation (incorporated by reference to Annex C to the Company's Schedule 14C filed with the Securities and Exchange Commission on September 19, 2006). |
| 23.1 | Consent of KPMG LLP, Independent Registered Public Accounting Firm. |
| 99.1 | Amended and Restated Corporate Services Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.2 | Amended and Restated Reverse Corporate Services Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.3 | Property Management Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.4 | SubLease Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.5 | Telecommunications Services Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.6 | Aircraft Cost Sharing Agreement, dated as of October 23, 2006, by and between the Company and FIS. |
| 99.7 | Amended and Restated Lease Agreement (by Fidelity Information Services, Inc. (Arkansas Corp)), dated as of October 23, 2006, by and between the Company and FIS. |
| 99.8 | Unaudited Pro Forma Combined Financial Information. |

**SIGNATURES**

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

FIDELITY NATIONAL FINANCIAL, INC.
(Formerly Fidelity National Title Group, Inc.)

Dated: November 13, 2006

By: /s/ Anthony J. Park
Anthony J. Park
Executive Vice President
and Chief Financial Officer

## EXHIBIT INDEX

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| 99.8 | Unaudited Pro Forma Financial Information. |

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Fidelity National Financial, Inc.:

We consent to the incorporation by reference in this Form 8-K dated November 13, 2006 and in the registration statements (No. 333-132843, 333-138254, 333-129886, and 333-129016) on Form S-8 of Fidelity National Financial, Inc. (formerly known as Fidelity National Title Group, Inc.) of our reports dated March 13, 2006, with respect to the consolidated balance sheets of former Fidelity National Financial, Inc. and subsidiaries as of December 31, 2005 and 2004, and the related consolidated statements of earnings, comprehensive earnings, stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2005, and all related financial statement schedules, management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2005 and the effectiveness of internal control over financial reporting as of December 31, 2005, which reports appear in the December 31, 2005 annual report on Form 10-K of former Fidelity National Financial, Inc.

/s/ KPMG LLP

November 13, 2006
Jacksonville, Florida
Certified Public Accountants

EXHIBIT 99.1

Execution Version

# AMENDED AND RESTATED CORPORATE SERVICES AGREEMENT

This Amended and Restated Corporate Services Agreement (this "Agreement") is dated as of October 23, 2006, by and between FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." ("FNF" or "PROVIDING PARTY"), and FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation ("FIS" or "RECEIVING PARTY"). FNF and FIS shall be referred to together in this Agreement as the "Parties" and individually as a "Party."

WHEREAS, the Parties have previously entered into an Amended and Restated Corporate Services Agreement dated as of February 1, 2006 (the "Prior Agreement"); and

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Fidelity National Financial, Inc. ("Old FNF") and FNF, and the consummation of the transactions contemplated by that certain Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, the Parties wish to set forth amend and restate the Prior Agreement;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I
## CORPORATE SERVICES

1.1 Corporate Services. This Agreement sets forth the terms and conditions for the provision by PROVIDING PARTY to RECEIVING PARTY of various corporate services and products, as more fully described below and in Schedule 1.1(a) attached hereto (the Scheduled Services, the Omitted Services, the Resumed Services and Special Projects (as defined below), collectively, the "Corporate Services").

(a) PROVIDING PARTY, through its Subsidiaries and Affiliates (each as defined below), and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services set forth on Schedule 1.1(a) (the "Scheduled Services") on and after the Effective Date (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)). RECEIVING PARTY shall pay fees to PROVIDING PARTY for providing the Scheduled Services or causing the Scheduled Services to be provided as set forth in Schedule 1.1(a). For purposes of this Agreement, "Subsidiary" means, with respect to either Party, any corporation, partnership, company or other entity of which such Party controls or owns, directly or indirectly, more than fifty percent (50%)

of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body, or otherwise has the power to elect a majority of the members to the board of directors or similar governing body; and "Affiliate" means, with respect to either Party, any corporation, partnership, company, or other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Party. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services that PROVIDING PARTY was performing for RECEIVING PARTY and its Subsidiaries as of the Effective Date that pertain to and are a part of Scheduled Services under Section 1.1(a) (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)), which are not expressly included in the list of Scheduled Services in Schedule 1.1(a), but are required to conduct the business of RECEIVING PARTY and its Subsidiaries (the "Omitted Services"), unless RECEIVING PARTY consents in writing to the termination of such services. Such Omitted Services shall be added to Schedule 1.1(a) and thereby become Scheduled Services, as soon as reasonably practicable after the Effective Date by the Parties. In the event that RECEIVING PARTY or its Subsidiaries had been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, RECEIVING PARTY shall pay to PROVIDING PARTY for providing the Omitted Services or causing the Omitted Services to be provided hereunder fees equal to the actual fees paid for such Omitted Services immediately preceding the Effective Date; provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. In the event that RECEIVING PARTY or its Subsidiaries had not been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries or Affiliates for such Omitted Services immediately prior to the Effective Date, the Parties shall negotiate in good faith a fee to be based on the cost of providing such Omitted Services, which shall in no event be less than the Default Fee (as defined below); provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder by PROVIDING PARTY shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any such Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. The "Default Fee" means an amount equal to one hundred fifty percent (150%) of the salary of each full-time employee, on an hourly basis, who provides the applicable Corporate Service or Transition Assistance (as defined in Section 2.3).

(c) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide or cause to be provided to RECEIVING PARTY and its Subsidiaries any Scheduled Service that has been terminated at RECEIVING

PARTY's request pursuant to Section 2.2 (the "Resumed Services"); provided, that PROVIDING PARTY shall have no obligation to provide a Resumed Service if providing such Resumed Service will have a material adverse impact on the other Corporate Services. Schedule 1.1(a) shall from time to time be amended to reflect the resumption of a Resumed Service and the Resumed Service shall be set forth thereon as a Scheduled Service.

(d) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide additional corporate services that are not described in the Schedule 1.1(a) and that are neither Omitted Services nor Resumed Services ("Special Projects"). RECEIVING PARTY shall submit a written request to PROVIDING PARTY specifying the nature of the Special Project and requesting an estimate of the costs applicable for such Special Project and the expected time frame for completion. PROVIDING PARTY shall respond promptly to such written request, but in no event later than twenty (20) days, with a written estimate of the cost of providing such Special Project and the expected time frame for completion (the "Cost Estimate"). If RECEIVING PARTY provides written approval of the Cost Estimate within ten (10) days after PROVIDING PARTY delivers the Cost Estimate, then within a commercially reasonable time after receipt of RECEIVING PARTY's written request, PROVIDING PARTY shall begin providing the Special Project; provided, that PROVIDING PARTY shall have no obligation to provide a Special Project where, in its reasonable discretion and prior to providing the Cost Estimate, it has determined and notified RECEIVING PARTY in writing that (i) it would not be feasible to provide such Special Project, given reasonable priority to other demands on its resources and capacity both under this Agreement or otherwise or (ii) it lacks the experience or qualifications to provide such Special Project.

1.2 Provision of Corporate Services; Excused Performance.

(a) To the extent commercially reasonable, the Parties will work together and begin the process of migrating the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party (at RECEIVING PARTY's direction) such that the completion of the migration of the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party, as the case may be, shall occur prior to the end of the Term. PROVIDING PARTY shall provide or cause to be provided each of the Corporate Services through the expiration of the Term, except (i) as automatically modified by earlier termination of a Corporate Service by RECEIVING PARTY in accordance with this Agreement, (ii) for Corporate Services to or for the benefit of any entity which ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, or (iii) as otherwise agreed to by the Parties in writing.

(b) All obligations of PROVIDING PARTY with respect to any one or more individual Corporate Services or Transition Assistance under this Agreement shall be excused to the extent and only for so long as a failure by PROVIDING PARTY with respect thereto is directly attributable to and caused specifically by a failure by RECEIVING PARTY or any of its Subsidiaries to meet their obligations (including any performance) under any other Related Party Agreement (as defined in the FIS Merger Agreement) or under the Amended and Restated

Master Information Technology Services Agreement dated as of February 1, 2006 by and between Fidelity Information Services, Inc., an Arkansas corporation and a subsidiary of RECEIVING PARTY, and FNF.

1.3 Third Party Vendors; Consents.

(a) PROVIDING PARTY shall use its commercially reasonable efforts to keep and maintain in effect its relationships with its vendors that are integral to the provision of the Corporate Services. PROVIDING PARTY shall use commercially reasonable efforts to procure any waivers, permits, consents or sublicenses required by third party licensors, vendors or service providers under existing agreements with such third parties in order to provide any Corporate Services hereunder ("Third Party Consents"). In the event that PROVIDING PARTY is unable to procure such Third Party Consents on commercially reasonable terms, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor. If, after the Effective Date, any one or more vendors (i) terminates its contractual relationship with PROVIDING PARTY or ceases to provide the products or services associated with the Corporate Services or (ii) notifies PROVIDING PARTY of its desire or plan to terminate its contractual relationship with PROVIDING PARTY or (iii) ceases providing the products or services associated with the Corporate Services, then, in either case, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor so that RECEIVING PARTY may continue to receive similar products and services.

(b) PROVIDING PARTY shall not be required to transfer or assign to RECEIVING PARTY any third party software licenses or any hardware owned by PROVIDING PARTY or its Subsidiaries or Affiliates in connection with the provision of the Corporate Services or at the conclusion of the Term.

1.4 Dispute Resolution.

(a) Amicable Resolution. PROVIDING PARTY and RECEIVING PARTY mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between PROVIDING PARTY and RECEIVING PARTY in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each of PROVIDING PARTY and RECEIVING PARTY, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each of PROVIDING PARTY and RECEIVING PARTY do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each of PROVIDING PARTY and RECEIVING PARTY for final resolution. Notwithstanding anything to the contrary in this Section 1.4, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.10.

(b) Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 1.4(a), either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 1.4(b). All Disputes submitted to arbitration pursuant to this Section 1.4(b) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by PROVIDING PARTY and RECEIVING PARTY. If PROVIDING PARTY and RECEIVING PARTY fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of either Party to the Dispute, appoint 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 either Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. 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.

(c) Non-Exclusive Remedy. Nothing in this Section 1.4 will prevent either PROVIDING PARTY or RECEIVING PARTY from immediately seeking injunctive or interim relief in the event (i) of any actual or threatened breach of any of the provisions of Article VIII or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 1.4(a) and Section 1.4(b) above.

(d) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, PROVIDING PARTY and RECEIVING PARTY, but none of their respective Subsidiaries or Affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Article XI, this Section 1.4 or otherwise, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 1.4(d).

(e) Compensation. RECEIVING PARTY shall continue to make all payments due and owing under Article III for Corporate Services not the subject of a Dispute and shall not off-set such fees by the amount of fees for Corporate Services that are the subject of the Dispute.

1.5 Standard of Services.

(a) PROVIDING PARTY shall perform the Corporate Services for RECEIVING PARTY in a professional and competent manner, using standards of performance consistent with its performance of such services for itself.

(b) During the Term, PROVIDING PARTY shall maintain a disaster recovery program for the Corporate Services substantially consistent with the disaster recovery program in place for such Corporate Services as of the Effective Date. For the avoidance of doubt, the disaster recovery program maintained by PROVIDING PARTY will not include a business continuity program.

(c) If RECEIVING PARTY provides PROVIDING PARTY with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined below), as determined by RECEIVING PARTY in good faith, PROVIDING PARTY shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes of this Section 1.5(c), a "Significant Service Shortfall" shall be deemed to have occurred if the timing or quality of performance of Corporate Services provided by PROVIDING PARTY hereunder falls below the standard required by Section 1.5(a) hereof; provided that PROVIDING PARTY's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Article V.

1.6 Response Time. PROVIDING PARTY shall respond to and resolve any problems in connection with the Corporate Services for RECEIVING PARTY within a commercially reasonable period of time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

1.7 Ownership of Materials; Results and Proceeds. All data and information submitted to PROVIDING PARTY by RECEIVING PARTY, in connection with the Corporate Services or the Transition Assistance (as defined in Section 2.3) (the "RECEIVING PARTY Data"), and all results and proceeds of the Corporate Services and the Transition Assistance with regard to the RECEIVING PARTY Data, is and will remain, as between the Parties, the property of RECEIVING PARTY. PROVIDING PARTY shall not and shall not permit its Subsidiaries or Affiliates to use RECEIVING PARTY Data for any purpose other than to provide the Corporate Services or Transition Assistance.

## ARTICLE II
## TERM AND TRANSITION ASSISTANCE

2.1 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue until the earliest of:

(i) the date on which the last of the Scheduled Services under this Agreement is terminated,

(ii) the date on which this Agreement is terminated by mutual agreement of the Parties, or

(iii) the second anniversary of the date of this Agreement,

whichever is earlier (in any case, the "Termination Date"); provided, however, that, with respect to any entity that ceases to be a Subsidiary of RECEIVING PARTY prior to the Termination Date, the Term with respect to such entity shall terminate effective as of the date that such entity ceases to be a Subsidiary of RECEIVING PARTY.

2.2 Termination.

(a) If RECEIVING PARTY is not able to complete its transition of the Corporate Services by the Termination Date, then upon written notice provided to PROVIDING PARTY at least thirty (30) days prior to the Termination Date, RECEIVING PARTY shall have the right to request and cause PROVIDING PARTY to provide up to thirty (30) days of additional Corporate Services to RECEIVING PARTY; provided, that RECEIVING PARTY shall pay for all such additional Corporate Services.

(b) If RECEIVING PARTY wishes to terminate a Corporate Service (or a portion thereof) on a date that is earlier than the Termination Date, RECEIVING PARTY shall provide written notice (the "Termination Notice") to PROVIDING PARTY of a proposed termination date for such Corporate Service (or portion thereof), at least ninety (90) days prior to such proposed termination date. Upon receipt of such notice, PROVIDING PARTY shall promptly provide notice to RECEIVING PARTY (the "Termination Dispute Notice") in the event that PROVIDING PARTY believes in good faith that, notwithstanding PROVIDING PARTY using its commercially reasonable efforts, the requested termination will have a material adverse impact on other Corporate Services and the scope of such adverse impact. In such event, the Parties will resolve the dispute in accordance with Section 1.4. If PROVIDING PARTY does not provide the Termination Dispute Notice, based on the standards set forth above, within ten (10) days of the date on which the Termination Notice was received, then, effective on the termination date proposed by RECEIVING PARTY in its Termination Notice, such Corporate Service (or portion thereof) shall be discontinued (thereafter, a "Discontinued Corporate Service") and deemed deleted from the Scheduled Services to be provided hereunder and thereafter, this Agreement shall be of no further force and effect with respect to the Discontinued Corporate Service (or portion thereof), except as to obligations accrued prior to the date of discontinuation of such Corporate Service (or portion thereof). Upon the occurrence of any Discontinued Corporate Service, the Parties shall promptly update Schedule 1.1(a) to reflect the discontinuation, and the Corporate Service Fees shall be adjusted in accordance therewith and the provisions of Article III. Notwithstanding anything to the contrary contained herein, at any time that employees of PROVIDING PARTY or its Subsidiaries or Affiliates move to a department within RECEIVING PARTY or its Subsidiaries or Affiliates (an "Employee Shift"), a proportional portion of the relevant Corporate Service shall be deemed automatically terminated. If a Corporate Service, or portion thereof, is terminated as a result of an Employee Shift, then such termination shall take effect as of the date of the Employee Shift, and the adjustment in Corporate Service Fees shall also take effect as of the date of the Employee Shift.

(c) If all Corporate Services shall have been terminated under this Section 2.2 prior to the expiration of the Term, then either Party shall have the right to terminate this

Agreement by giving written notice to the other Party, which termination shall be effective upon delivery as provided in Section 6.1.

2.3 Transition Assistance. In preparation for the discontinuation of any Corporate Service provided under this Agreement, PROVIDING PARTY shall, consistent with its obligations to provide Corporate Services hereunder and with the cooperation and assistance of RECEIVING PARTY, use commercially reasonable efforts to provide such knowledge transfer services and to take such steps as are reasonably required in order to facilitate a smooth and efficient transition and/or migration of records to RECEIVING PARTY or its Subsidiaries or Affiliates (or at RECEIVING PARTY's direction, to a third party) and responsibilities so as to minimize any disruption of services ("Transition Assistance"). RECEIVING PARTY shall cooperate with PROVIDING PARTY to allow PROVIDING PARTY to complete the Transition Assistance as early as is commercially reasonable to do so. Fees for any Transition Assistance shall be determined in accordance with the calculation formula and methods applicable to the Scheduled Services that are most similar in nature to the Transition Assistance being so provided, as set forth on the applicable Section of Schedule 1.1(a).

2.4 Return of Materials. As a Corporate Service or Transition Assistance is terminated, each Party will return all materials and property owned by the other Party, including, without limitation, all RECEIVING PARTY Data, if any, and materials and property of a proprietary nature involving a Party or its Subsidiaries or Affiliates relevant to the provision or receipt of that Corporate Service or Transition Assistance and no longer needed regarding the performance of other Corporate Services or other Transition Assistance under this Agreement, and will do so (and will cause its Subsidiaries and Affiliates to do so) within thirty (30) days after the applicable termination. Upon the end of the Term, each Party will return all material and property of a proprietary nature involving the other Party or its Subsidiaries, in its possession or control (or the possession or control of an Affiliate as a result of the Services provided hereunder) within thirty (30) days after the end of the Term. In addition, upon RECEIVING PARTY's request, PROVIDING PARTY agrees to provide to RECEIVING PARTY copies of RECEIVING PARTY's Data, files and records on magnetic media, or such other media as the Parties shall agree upon, to the extent practicable. PROVIDING PARTY may retain archival copies of RECEIVING PARTY's Data, files and records.

## ARTICLE III
## COMPENSATION AND PAYMENTS FOR CORPORATE SERVICES

3.1 Compensation for Corporate Services.

(a) In accordance with the payment terms described in Sections 3.2 and 3.3 below, RECEIVING PARTY agrees to timely pay PROVIDING PARTY, as compensation for the Corporate Services provided hereunder, all fees as contemplated in Section 1.1 (the "Corporate Service Fees") and in Section 2.3 (the "Transition Assistance Fees").

(b) Without limiting the foregoing, the Parties acknowledge that RECEIVING PARTY is also obligated to pay, or reimburse PROVIDING PARTY for its payment of, all Out of Pocket Costs (as defined below); provided, however, that the incurrence of any liability by RECEIVING PARTY or any of its Subsidiaries for any New Out of Pocket Cost (as defined

below) that requires the payment by RECEIVING PARTY or one of its Subsidiaries of more than $200,000, on an annualized basis, shall require either (i) the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries, or (ii) the subsequent approval of the chief accounting officer of RECEIVING PARTY (or his/her designee) after his/her receipt of the Monthly Summary Statement (as defined in Section 3.2) provided to RECEIVING PARTY for the calendar month in which the New Out of Pocket Cost was incurred or paid by PROVIDING PARTY on behalf of RECEIVING PARTY. If (x) PROVIDING PARTY has not obtained the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries before incurring or paying any New Out of Pocket Cost that exceeds $200,000 on an annualized basis, and (y) after receiving and reviewing the applicable Monthly Summary Statement, the chief accounting officer of RECEIVING PARTY (or his/her designee) has not expressly approved the New Out of Pocket Cost in question, then RECEIVING PARTY shall be entitled to dispute the New Out of Pocket Cost until the close of the next audit cycle, provided that if PROVIDING PARTY disagrees with RECEIVING PARTY's dispute of the New Out of Pocket Cost, then PROVDING PARTY shall be entitled to exercise its rights under the dispute resolution provisions set forth in Section 1.4. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses payable by RECEIVING PARTY or its Subsidiaries to third parties that are not Affiliates of PROVIDING PARTY in connection with the Corporate Services provided hereunder; and the term "New Out of Pocket Cost" means any Out of Pocket Cost incurred after the Effective Date that is not a continuation of services provided to FIS or one of its Subsidiaries in the ordinary course of business consistent with past practices and for which FIS had paid or reimbursed a portion thereof prior to the Effective Date.

3.2 Monthly Summary Statements. Within 30 days after the end of each calendar month, PROVIDING PARTY shall prepare and deliver to the chief accounting officer (or his/her designee) of RECEIVING PARTY a monthly summary statement (each a "Monthly Summary Statement") setting forth all of the costs owing by the RECEIVING PARTY to the PROVIDING PARTY, including all Corporate Service Fees, Transition Assistance Fees, Out of Pocket Costs, as calculated in accordance with Section 3.1 and Schedule 1.1(a), and any other charges incurred by, and cost allocations made by, PROVIDING PARTY for or on behalf of RECEIVING PARTY for Corporate Services pursuant to this Agreement. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, the Monthly Summary Statements required hereunder shall including the applicable monthly costs, fees and expenses owing by RECEIVING PARTY to PROVIDING PARTY for all Related Party Agreements, as well as all other agreements between RECEIVING PARTY and PROVIDING PARTY designated to be included by each of RECEIVING PARTY and PROVIDING PARTY, including without limitation the Amended and Restated Reverse Corporate Services Agreement of even date herewith (the "RCSA") between FIS, as providing party, and FNF, as receiving party, and the provisions of this Article III should be read and interpreted in conjunction with Article III of the RCSA. The specific form of the Monthly Summary Statement shall be as agreed to between the parties from time to time, acting with commercial reasonableness.

3.3 Net Amounts Payable.

(a) Subject to the provisions of Section 3.3(b), the Parties contemplate that (i) one Monthly Summary Statement will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to FIS and its subsidiaries under all agreements between FNF

and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, incurred during the preceding calendar month, (ii) one Monthly Summary Statement will be prepared by FIS with respect to all expenses, costs and fees attributable or allocable to FNF and its subsidiaries under all agreements between FIS and/or its subsidiaries, on the one hand, and FNF and/or its subsidiaries, on the other, incurred during the preceding calendar month, whereupon FNF (on behalf of itself and its subsidiaries) and FIS (on behalf of itself and its subsidiaries) will offset the amounts owing, as shown on their respective Monthly Summary Statements for the same month, so that the net amount owing from the applicable Party can be determined (in any case, the "Monthly Net Amount"). The determination of the Monthly Net Amount owing each month shall be made by PROVIDING PARTY within two (2) Business Days of delivery of the Monthly Summary Statements from each of FNF and FIS, and the PROVIDING PARTY shall provide RECEIVING PARTY with a written statement of the Monthly Net Amount (the "Monthly Net Amount Statement"). Within ten (10) Business Days of the determination of the Monthly Net Amount, the chief accounting officers (or their designees) from each of PROVIDING PARTY and RECEIVING PARTY shall confer together regarding the Monthly Summary Statements and the Monthly Net Amount then owing. If the chief accounting officers (or their designees) agree that the Monthly Net Amount is correct, then within ten (10) Business Days after such conference and agreement, the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to or to the order of the other Party, in an amount equal to the Monthly Net Amount. If the chief accounting officers (or their designees) do not agree that the Monthly Net Amount is correct, or if either Party shall otherwise dispute any amounts shown on the applicable Monthly Summary Statement, including without limitation any Out of Pocket Costs, then as soon as reasonably possible after the determination of the Monthly Net Amount but not later than the tenth (10) Business Day thereafter, the disputing Party shall notify the other Party in writing of the nature and basis of the dispute and/or the amount of the adjustment requested. The Parties shall use their reasonable best efforts to resolve the dispute but if the Parties are unable to resolve the dispute within twenty (20) Business Days after the determination date of the Net Amount, the dispute resolution procedures set forth in Section 1.4 shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes.

(b) At any time during the Term of this Agreement, if the Parties mutually agree, the Parties may utilize the following procedures, which will be an alternative to the procedures set forth in Section 3.3(a) above: Only one Monthly Summary Statement (the

"Combined Monthly Summary Statement") will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to each of FNF (and its subsidiaries) and FIS (and its subsidiaries) under all agreements between FNF (and/or any of its subsidiaries), on the one hand, and FIS (and/or any of its subsidiaries), on the other, incurred during the preceding calendar month. A copy of the Combined Monthly Summary Statement will be provided to FIS within 30 calendar days after the end of each calendar month. In addition to setting forth in detail the monthly amounts owing under each such agreement, the Combined Monthly Summary Statement will also set forth the calculation of the offsetting amounts owing, so that the net amount owing from the applicable Party can be determined (the Monthly Net Amount). Within ten (10) Business Days after receiving the Combined Monthly Summary Statement, the FIS chief accounting officer (or his/her designee) shall review the Combined Monthly Summary Statement and the Monthly Net Amount then owing. If the FIS chief accounting officer agrees that the Combined Monthly Summary Statement and the resulting Monthly Net Amount is correct, then within ten (10) Business Days after FIS' receipt of the Combined Monthly Summary Statement, FIS shall notify FNF of its agreement to the Monthly Net Amount and the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to (or to the order of) the other Party, in an amount equal to the Monthly Net Amount. If the FIS chief accounting officers (or his/her designee) does not agree that the Combined Monthly Summary Statement and the resulting Monthly Net Amount is correct, then before the tenth (10) Business Day after receiving the Combined Monthly Summary Statement, he/she shall notify FNF in writing of the nature and basis of his/her objections and, if known at the time, the amount of the adjustment(s) requested. The Parties shall use their reasonable best efforts to resolve FIS' objections, but if the Parties are unable to resolve their differences within twenty (20) Business Days after FIS's receipt of the Combined Monthly Summary Statement, the dispute resolution procedures set forth in Section 1.4 shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes.

3.4 Audit Rights. Upon reasonable advance notice from RECEIVING PARTY, PROVIDING PARTY shall permit RECEIVING PARTY to perform annual audits of PROVIDING PARTY's records only with respect to amounts invoiced and Out of Pocket Costs invoiced pursuant to this Article III. Such audits shall be conducted during PROVIDING PARTY's regular office hours and without disruption to PROVIDING PARTY's business operations and shall be performed at RECEIVING PARTY's sole expense.

## ARTICLE IV
## LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY RECEIVING PARTY TO PROVIDING PARTY DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH FOR THE PARTICULAR CORPORATE SERVICE AFFECTED BY SUCH BREACH UNDER THIS AGREEMENT; PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW, OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OR AFFILIATE OF A PARTY HERETO.

4.2 DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER ARTICLE X IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OR AFFILIATE OF THE INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS ARTICLE IV.

## ARTICLE V
## FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article, the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

## ARTICLE VI
## NOTICES AND DEMANDS

6.1 Notices. Except as otherwise provided under this Agreement (including Schedule 1.1(a)), all notices, demands or requests which may be given by a Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date

of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to RECEIVING PARTY, to:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to PROVIDING PARTY, to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to Section 6.1.

## ARTICLE VII
## REMEDIES

7.1 Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice, and:

(a) If such breach is for RECEIVING PARTY's non-payment of an amount that is not in dispute, the defaulting Party shall cure the breach within thirty (30) calendar days of such notice. If the defaulting Party does not cure such breach by such date, then the defaulting Party shall pay the non-defaulting Party the undisputed amount, any interest that has accrued hereunder through the expiration of the cure period plus an additional amount of interest equal to four percent (4%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

(b) If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) calendar days of the date of such notice. If the defaulting Party does not cure such breach within such period, then the defaulting Party shall pay the non-defaulting Party all of the non-defaulting Party's actual damages, subject to Article IV above.

7.2 Survival Upon Expiration or Termination. The provisions of Section 1.4 (Dispute Resolution), Section 2.4 (Return of Materials), Article IV (Limitation of Liability), Article VI (Notices and Demands), this Section 7.2, Article VIII (Confidentiality), Article X

(Indemnification) and Article XI (Miscellaneous) shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

## ARTICLE VIII
## CONFIDENTIALITY

8.1 Confidential Information. Each Party shall use at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information; provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" includes all confidential or proprietary information and documentation of either Party, including the terms of this Agreement, including with respect to each Party, all of its software, data, financial information all reports, exhibits and other documentation prepared by any of its Subsidiaries or Affiliates. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise its respective employees, subcontractors, and agents of such Party's obligations under this Agreement. The obligations in this Section 8.1 will not restrict disclosure by a Party pursuant to applicable law, or by order or request of any court or government agency; provided that prior to such disclosure the Party making such disclosure shall (a) immediately give notice to the other Party, (b) cooperate with the other Party in challenging the right to such access and (c) only provide such information as is required by law, court order or a final, non-appealable ruling of a court of proper jurisdiction. Confidential Information of a Party will not be afforded the protection of this Article VIII if such Confidential Information was (A) developed by the other Party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or (D) released by the Party that owns or has the rights to the Confidential Information without restriction to anyone.

8.2 Work Product Privilege. RECEIVING PARTY represents and PROVIDING PARTY acknowledges that, in the course of providing Corporate Services pursuant to this Agreement, PROVIDING PARTY may have access to (a) documents, data, databases or communications that are subject to attorney client privilege and/or (b) privileged work product prepared by or on behalf of the Affiliates of RECEIVING PARTY in anticipation of litigation with third parties (collectively, the "Privileged Work Product") and RECEIVING PARTY represents and PROVIDING PARTY understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. RECEIVING PARTY represents and PROVIDING PARTY understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work product doctrine and other privileges and rights associated with such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After PROVIDING PARTY is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only PROVIDING PARTY personnel for whom such access is necessary for the purposes of providing Services to RECEIVING PARTY as provided in this Agreement shall have access to

such Privileged Work Product. Should PROVIDING PARTY ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, PROVIDING PARTY shall (A) immediately give notice to RECEIVING PARTY, (B) cooperate with RECEIVING PARTY in challenging the right to such access and (C) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. RECEIVING PARTY shall pay all of the cost incurred by PROVIDING PARTY in complying with the immediately preceding sentence. RECEIVING PARTY has the right and duty to represent PROVIDING PARTY in such resistance or to select and compensate counsel to so represent PROVIDING PARTY or to reimburse PROVIDING PARTY for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If PROVIDING PARTY is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or otherwise act in contravention of the confidentiality obligations imposed in this Article VIII, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, PROVIDING PARTY is not liable for breach of such obligation to the extent such liability does not result from failure of PROVIDING PARTY to abide by the terms of this Article VIII. All Privileged Work Product is the property of RECEIVING PARTY and will be deemed Confidential Information, except as specifically authorized in this Agreement or as shall be required by law.

8.3 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (d) use commercially reasonable efforts to prevent a reoccurrence of any such Unauthorized Access.

8.4 Publicity. Except as required by law or national stock exchange rule or as allowed by any Ancillary Agreement, neither Party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other Party by name, trademark or otherwise or (b) concerning this Agreement without the other Party's prior written consent. Notwithstanding the foregoing sentence, in the event either Party is required to issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such Party shall (A) give notice and a copy of the proposed press release to the other Party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (B) make any changes to such press release reasonably requested by the other Party. In addition, RECEIVING PARTY may communicate the existence of the business relationship contemplated by the terms of this Agreement internally within PROVIDING PARTY's organization and orally and in writing communicate PROVIDING PARTY's identity as a reference with potential and existing customers.

8.5 Data Privacy. (a) Where, in connection with this Agreement, PROVIDING PARTY processes or stores information about a living individual that is held in automatically

processable form (for example in a computerized database) or in a structured manual filing system ("Personal Data"), on behalf of any Subsidiaries of RECEIVING PARTY or their clients, then PROVIDING PARTY shall implement appropriate measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall use such data solely for purposes of carrying out its obligations under this Agreement.

(b) RECEIVING PARTY may instruct PROVIDING PARTY, where PROVIDING PARTY processes Personal Data on behalf of Subsidiaries of RECEIVING PARTY, to take such steps to preserve data privacy in the processing of those Personal Data as are reasonably necessary for the performance of this Agreement.

(c) Subsidiaries of RECEIVING PARTY may, in connection with this Agreement, collect Personal Data in relation to PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers involved in providing Corporate Services hereunder. Such Personal Data may be collected from PROVIDING PARTY, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be collected indirectly at RECEIVING PARTY's (or Subsidiaries of RECEIVING PARTY's) locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 8.5(c) obligates PROVIDING PARTY or PROVIDING PARTY's employees, directors or other officers to provide Personal Data requested by RECEIVING PARTY. The Subsidiaries of RECEIVING PARTY may use and disclose any such data disclosed by PROVIDING PARTY solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the Subsidiary of RECEIVING PARTY (a copy of which is available on request.) RECEIVING PARTY will maintain the same level of protection for Personal Data collected from PROVIDING PARTY (and PROVIDING PARTY's employees, directors and officers, as appropriate) as RECEIVING PARTY maintains with its own Personal Data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

## ARTICLE IX
## REPRESENTATIONS, WARRANTIES AND COVENANTS

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY MADE IN THIS AGREEMENT, PROVIDING PARTY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS. ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS

OBTAINED OF THE CONTINUING BUSINESS ARE HEREBY DISCLAIMED BY PROVIDING PARTY.

## ARTICLE X
## INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Article IV, RECEIVING PARTY will indemnify, defend and hold harmless PROVIDING PARTY, each Subsidiary and Affiliate of PROVIDING PARTY, each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "PROVIDING PARTY Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the PROVIDING PARTY Indemnified Parties arising or resulting from the provision of Corporate Services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by PROVIDING PARTY's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by PROVIDING PARTY.

"Damages" means, subject to Article IV hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

(b) Except as set forth in this Section 10.1(b), PROVIDING PARTY will have no liability to RECEIVING PARTY for or in connection with any of the Corporate Services rendered hereunder or for any actions or omissions of PROVIDING PARTY in connection with the provision of any Corporate Services hereunder. Subject to the provisions hereof and subject to Article IV, PROVIDING PARTY will indemnify, defend and hold harmless RECEIVING PARTY, each Subsidiary and Affiliate of RECEIVING PARTY, each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "RECEIVING PARTY Indemnified Parties") from and against any and all Damages incurred or suffered by the RECEIVING PARTY Indemnified Parties arising or resulting from either of the following:

(i) any claim that PROVIDING PARTY's use of the software or other intellectual property used to provide the Corporate Services or Transition Assistance, or any results and proceeds of such Corporate Services or Transition Assistance, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other

intellectual property made by RECEIVING PARTY without PROVIDING PARTY's authorization or participation, or

(ii) PROVIDING PARTY's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) through (ii) above, the amount of Damages incurred or sustained by RECEIVING PARTY shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of RECEIVING PARTY in amounts equal to RECEIVING PARTY's equitable share of such Damages determined in accordance with its relative culpability for such Damages or the relative fault of RECEIVING PARTY or its Subsidiaries.

10.2 Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Article X (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 1.4.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 10.2(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 1.4 hereof. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a

Subsidiary or Affiliate of a Party hereto of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article X, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

## ARTICLE XI
## MISCELLANEOUS

11.1 Relationship of the Parties. The Parties declare and agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that RECEIVING PARTY and PROVIDING PARTY are not partners, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to the Corporate Services. Neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

11.2 Employees. (a) PROVIDING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. PROVIDING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(b) RECEIVING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. RECEIVING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

11.3 Assignment. Neither Party may assign, transfer or convey any right, obligation or duty, in whole or in part, or of any other interest under this Agreement relating to such Corporate Services without the prior written consent of the other Party, including any assignment, transfer or conveyance in connection with a sale of an asset to which one or more of the Corporate Services relate. All obligations and duties of a Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Each Party may use its Subsidiaries or Affiliates or subcontractors to perform the Corporate Services; provided that such use shall not relieve such assigning Party of liability for its responsibilities and obligations.

11.4 Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

11.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their Affiliates and not for any other person. However, should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and

principles regarding the conflict of laws. Subject to Section 1.4, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

11.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

11.8 Construction. The headings and numbering of articles, Sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions.

11.9 Entire Agreement. This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

11.10 Amendments and Waivers. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

11.11 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

11.12 Taxes. All charges and fees to be paid to PROVIDING PARTY under this Agreement are exclusive of any applicable taxes required by law to be collected from

RECEIVING PARTY (including, without limitation, withholding, sales, use, excise, or services tax, which may be assessed on the provision of Corporate Services). In the event that a withholding, sales, use, excise, or services tax is assessed on the provision of any of the Corporate Services under this Agreement, RECEIVING PARTY will pay directly, reimburse or indemnify PROVIDING PARTY for such tax, plus any applicable interest and penalties. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11.13 Changes in Law. PROVIDING PARTY's obligations to provide Corporate Services hereunder are to provide such Corporate Services in accordance with applicable laws as in effect on the date of this Agreement. Each Party reserves the right to take all actions in order to ensure that the Corporate Services and Transition Assistance are provided in accordance with any applicable laws.

11.14 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the FIS Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

PROVIDING PARTY:

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
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Anthony J. Park
Executive Vice President and
Chief Financial Officer

RECEIVING PARTY:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Executive Vice President - Legal

DEFINITIONS AND FORMULAS

FOR PURPOSES OF CALCULATING COST ALLOCATION

For purposes of this Agreement and the Corporate Service Schedules:

"Direct Employee Compensation" of an employee means the aggregate of such employee's salary, overtime, cash bonus and commission compensation, payroll taxes attributable thereto, group insurance charges and benefits paid by the employer on behalf of or for the benefit of the employee, contributions to any 401k programs or accounts on behalf of or for the benefit of the employee, together with the employee's pro rata portion of the benefits administration expenses (including expenses for prizes or awards allocable to the employee) incurred by the employer.

"Full Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FNF Servicing Employees, means any and all costs incurred by or allocated to that department/cost center other than Direct Employee Compensation of the employees in the department/cost center. Full Departmental Costs include office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, telecommunications and IT equipment, insurance costs, depreciation, amortization, real property and personal property taxes, advertising and promotional expenses (if any), postage, courier and shipping expenses, printing, reproduction, stationary, and office supplies, travel and entertainment expenses, educational, training and recruiting expenses, professional dues and subscriptions, fees, general costs and expenses incurred in connection with the Services that are included in administrative overhead, and the other similar costs that are generally characterized as "overhead"', in each case as allocated to the department/cost center in accordance with PROVIDING PARTY's current overhead cost allocation policy.

"Limited Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FIS Transferred Employees, means any and all costs incurred by or allocated to that department/cost center that are directly related to the physical location of the FIS Transferred Employee within an FNF department/cost center. Limited Departmental Costs include telecommunications and IT equipment, office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, data processing charges and expenses, rental expenses and charges paid to Fidelity Asset Management, Inc. for use of certain office assets and equipment, all as shown on the accounting cost center reports, it being understood that in no event shall any costs be allocated to, or paid by, RECEIVING PARTY hereunder with respect any Transferred Employee to the extent that an equivalent amount of the same cost item is otherwise being allocated to and paid by RECEIVING PARTY with respect to such Transferred Employee.

"Servicing Employee" means an employee of PROVIDING PARTY or its Subsidiaries or its Affiliates who provides services to RECEIVING PARTY and its Subsidiaries under this Agreement.

"Transferred Employee" means an employee of RECEIVING PARTY or its Subsidiaries who is not a Servicing Employee of PROVIDING PARTY, but who is physically located within a PROVIDING PARTY department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred or migrated to RECEIVING PARTY but whose office is still housed with their former department/cost center.

"Standard Allocation", for purposes of the Services provided under this Agreement and the Schedules hereto, including the Cost Allocation Section of the Schedules, shall be calculated as follows:

1. Out of Pocket Costs: Direct Charges. Out of Pocket Costs incurred by or on behalf of RECEIVING PARTY or its Subsidiary(s) are charged directly to it and are not part of the Services under this Agreement or the payments to be made for Services hereunder.

2. Direct Employee Compensation: Allocation Based on Work Time Percentage. The Direct Employee Compensation of each PROVIDING PARTY Servicing Employee shall be allocated to RECEIVING PARTY based on the percentage of work time that such Servicing Employee spends in providing the applicable Services to RECEIVING PARTY and its Subsidiaries. Allocations as of the Effective Date will be those reflected in the data and results of October 1, 2006.

   By way of example, for a Servicing Employee of PROVIDING PARTY who has an annual salary of $50,000, a cash bonus of $20,000, and benefits of $10,000, and who spends 40% of his work time on providing Services under this Agreement, the Direct Employee Compensation allocation would be calculated as follows:

   ($50,000 + $20,000 + $10,000) x 40% = $32,000

   In this example, RECEIVING PARTY would be allocated $32,000 of Direct Employee Compensation for this Servicing Employee.

3. Full Departmental (Overhead) Costs for FNF Servicing Employees: Allocation based on Employee Head Count and Percentage of Work Time. In addition to the Direct Employee Compensation, Full Departmental Costs of each department/cost center of PROVIDING PARTY that has Servicing Employees shall be allocated to RECEIVING PARTY based on the employee head count of the Servicing Employees and the average percentage of work time that the Servicing Employees in that department/cost center spend on providing services to RECEIVING PARTY. Under this methodology, RECEIVING PARTY is charged for a percentage of the total Full Departmental Costs that reflects the headcount number of Servicing Employees in that department/cost center, in relation to the aggregate headcount of all employees in the department/cost center, taking into account the average percentage of work time that each Servicing

Employee in the department/cost center spends in providing services to RECEIVING PARTY and its Subsidiaries.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 20 employees, 4 of whom are Servicing Employees, with 2 of those 4 Servicing Employees spending 50% of their work time providing Services to RECEIVING PARTY and its Subsidiaries, and the other 2 of those 4 Servicing Employees spending 10% of their work time providing Services to RECEIVING PARTY and its Subsidiaries. Let's also assume that we need to allocate $100 of office supplies. The portion of the Full Departmental Costs that will be allocated to RECEIVING PARTY is determined as follows:

First, determine the department/cost center's Servicing Employee headcount allocable to RECEIVING PARTY:

4 Servicing Employees / 20 department/cost center employees = 20%.

Second, use this percentage to determine the amount of the total Full Departmental Costs will be allocated to the Servicing Employees:

20% of the $100 office supplies = $20 allocable to the Servicing Employees

So, based solely on employee headcount, $20 of the total $100 of office supplies are allocable to the Servicing Employees, but a portion of that should be allocable to RECEIVING PARTY.

Third, to determine that portion of the Full Departmental Costs allocable to the Servicing Employees that is allocable to providing services to RECEIVING PARTY and its Subsidiaries, we determine the average work time percentage of the Servicing Employees:

So, if:

2 employee spend 50% of their time on services for RECEIVING PARTY, and

2 employees spend 10% of their time on services for RECEIVING PARTY,

then the average work time percentage for these 4 Servicing Employees is:

(50 + 50 + 10 + 10) = 120 / 4 = 30% average work time percentage

Fourth, apply the average work time percentage of the Servicing Employees in this department/cost center to their share of the total Full Departmental Costs:

30% (average work time percentage) of the $20 of office supplies allocable to these Servicing Employees:

30% x $20 = $6.00 allocable to providing services to RECEIVING PARTY

In this example, $6.00 of the Full Departmental Costs for the $100 of office supplies for this department/cost center will be allocated to RECEIVING PARTY.

4. Limited Departmental (Overhead) Costs for FIS Transferred Employees: Allocation Based on Employee Head Count. Limited Departmental Costs of each department/cost center of PROVIDING PARTY that has Transferred Employees (i.e., RECEIVING PARTY employees who are not Servicing Employees of PROVIDING PARTY, but who are physically located within such department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred to RECEIVING PARTY but whose office is still housed with their former department/cost center) shall be allocated to RECEIVING PARTY based on employee head count, determined by applying a percentage reflecting the number of Transferred Employees in that department/cost center, in relation to the number of all employees in the department/cost center.

   By way of example, assume that in a PROVIDING PARTY department/cost center, there are 10 employees, 2 of whom are Transferred Employees now employed by RECEIVING PARTY. The portion of the Limited Departmental Costs that will be allocated to RECEIVING PARTY as follows:

      2 Transferred Employees / 10 Total Department Employees = 20%.

   In this example, 20% of the Limited Departmental Costs of this department/cost center will be allocated to RECEIVING PARTY.

5. Update of Servicing Employee Work Percentages and Transferred Employee Head Count: At Least Every 6 Months. Except to the extent otherwise expressly provided herein, for any given 6-month period, all Direct Employee Compensation to be allocated shall be so allocated on the basis of the applicable work time percentage determined as of the most recent work time percentage review undertaken by PROVIDING PARTY (each a "Work Time Percentage Review"). Work Time Percentage Reviews for all Servicing Employees shall be re-examined and updated by PROVIDING PARTY no less frequently than every 6 months, with the first update after the Effective Date to occur in March 2007. Direct Employee Compensation allocations applicable on the Effective Date and continuing until the completion of the April 2007 Work Time Percentage Review

shall be based on the Work Time Percentage Review undertaken for the calendar month October 2006. Full Departmental Costs and Limited Departmental Costs will be allocated based on the head count (and, if applicable, the work time percentage) determined as of the most recent Work Time Percentage Review. Without limiting the foregoing, changes in work time percentages based on an updated Work Time Percentage Review shall be reviewed and approved by a full-time FIS employee.

6. Terminated or Discontinued Services. If at any time during the Term of this Agreement RECEIVING PARTY terminates or discontinues all or any portion of a Corporate Service prior to the end of the Term or if any Corporate Service (or portion thereof) automatically terminates, pursuant to Section 2.2(b) (hereinafter referred to as a "Discontinued Service"), then effective as of the last day of the calendar month in which such termination or discontinuation is effective, Corporate Service Fees related to the Discontinued Service shall no longer be owing under this Agreement.

EXHIBIT 99.2

Execution Version

# AMENDED AND RESTATED REVERSE CORPORATE SERVICES AGREEMENT

This Amended and Restated Corporate Services Agreement (this "Agreement") is dated as of October 23, 2006, by and between FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation ("FIS" or "PROVIDING PARTY"), and FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." ("FNF" or "RECEIVING PARTY"), and. FIS and FNF shall be referred to together in this Agreement as the "Parties" and individually as a "Party."

WHEREAS, the Parties have previously entered into an Amended and Restated Reverse Corporate Services Agreement dated as of February 1, 2006 (the "Prior Agreement"); and

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Fidelity National Financial, Inc. ("Old FNF") and FNF, and the consummation of the transactions contemplated by that certain Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, the Parties wish to set forth amend and restate the Prior Agreement;

NOW THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I
## CORPORATE SERVICES

1.1 Corporate Services. This Agreement sets forth the terms and conditions for the provision by PROVIDING PARTY to RECEIVING PARTY of various corporate services and products, as more fully described below and in Schedule 1.1(a) attached hereto (the Scheduled Services, the Omitted Services, the Resumed Services and Special Projects (as defined below), collectively, the "Corporate Services").

(a) PROVIDING PARTY, through its Subsidiaries and Affiliates (each as defined below), and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services set forth on Schedule 1.1(a) (the "Scheduled Services") on and after the Effective Date (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)). RECEIVING PARTY shall pay fees to PROVIDING PARTY for providing the Scheduled Services or causing the Scheduled Services to be provided as set forth in Schedule 1.1(a). For purposes of this Agreement, "Subsidiary" means, with respect to either Party, any corporation, partnership, company or other

entity of which such Party controls or owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interest entitled to vote on the election of the members to the board of directors or similar governing body, or otherwise has the power to elect a majority of the members to the board of directors or similar governing body; and "Affiliate" means, with respect to either Party, any corporation, partnership, company, or other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Party. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall provide or cause to be provided to RECEIVING PARTY and its Subsidiaries all services that PROVIDING PARTY was performing for RECEIVING PARTY and its Subsidiaries as of the Effective Date that pertain to and are a part of Scheduled Services under Section 1.1(a) (with such services to be provided to RECEIVING PARTY's Subsidiaries as they become Subsidiaries of RECEIVING PARTY, subject to the exception in clause (ii) of Section 1.2(a)), which are not expressly included in the list of Scheduled Services in Schedule 1.1(a), but are required to conduct the business of RECEIVING PARTY and its Subsidiaries (the "Omitted Services"), unless RECEIVING PARTY consents in writing to the termination of such services. Such Omitted Services shall be added to Schedule 1.1(a) and thereby become Scheduled Services, as soon as reasonably practicable after the Effective Date by the Parties. In the event that RECEIVING PARTY or its Subsidiaries had been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries for such Omitted Services immediately prior to the Effective Date, RECEIVING PARTY shall pay to PROVIDING PARTY for providing the Omitted Services or causing the Omitted Services to be provided hereunder fees equal to the actual fees paid for such Omitted Services immediately preceding the Effective Date; provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. In the event that RECEIVING PARTY or its Subsidiaries had not been allocated charges or otherwise paid PROVIDING PARTY or its Subsidiaries or Affiliates for such Omitted Services immediately prior to the Effective Date, the Parties shall negotiate in good faith a fee to be based on the cost of providing such Omitted Services, which shall in no event be less than the Default Fee (as defined below); provided, that payment of such fees by RECEIVING PARTY for the Omitted Services provided hereunder by PROVIDING PARTY shall be retroactive to the first day of the calendar quarter in which either Party identifies such services as Omitted Services, but in no event shall RECEIVING PARTY be required to pay for any such Omitted Services provided hereunder by PROVIDING PARTY or its Subsidiaries or Affiliates prior to the Effective Date. The "Default Fee" means an amount equal to one hundred fifty percent (150%) of the salary of each full-time employee, on an hourly basis, who provides the applicable Corporate Service or Transition Assistance (as defined in Section 2.3).

(c) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide or cause to be provided to RECEIVING

PARTY and its Subsidiaries any Scheduled Service that has been terminated at RECEIVING PARTY's request pursuant to Section 2.2 (the "Resumed Services"); provided, that PROVIDING PARTY shall have no obligation to provide a Resumed Service if providing such Resumed Service will have a material adverse impact on the other Corporate Services. Schedule 1.1(a) shall from time to time be amended to reflect the resumption of a Resumed Service and the Resumed Service shall be set forth thereon as a Scheduled Service.

(d) At RECEIVING PARTY's written request, PROVIDING PARTY, through its Subsidiaries and Affiliates, and their respective employees, agents or contractors, shall use commercially reasonable efforts to provide additional corporate services that are not described in the Schedule 1.1(a) and that are neither Omitted Services nor Resumed Services ("Special Projects"). RECEIVING PARTY shall submit a written request to PROVIDING PARTY specifying the nature of the Special Project and requesting an estimate of the costs applicable for such Special Project and the expected time frame for completion. PROVIDING PARTY shall respond promptly to such written request, but in no event later than twenty (20) days, with a written estimate of the cost of providing such Special Project and the expected time frame for completion (the "Cost Estimate"). If RECEIVING PARTY provides written approval of the Cost Estimate within ten (10) days after PROVIDING PARTY delivers the Cost Estimate, then within a commercially reasonable time after receipt of RECEIVING PARTY's written request, PROVIDING PARTY shall begin providing the Special Project; provided, that PROVIDING PARTY shall have no obligation to provide a Special Project where, in its reasonable discretion and prior to providing the Cost Estimate, it has determined and notified RECEIVING PARTY in writing that (i) it would not be feasible to provide such Special Project, given reasonable priority to other demands on its resources and capacity both under this Agreement or otherwise or (ii) it lacks the experience or qualifications to provide such Special Project.

1.2 Provision of Corporate Services; Excused Performance.

(a) To the extent commercially reasonable, the Parties will work together and begin the process of migrating the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party (at RECEIVING PARTY's direction) such that the completion of the migration of the Corporate Services from PROVIDING PARTY to RECEIVING PARTY, one or more of its Subsidiaries or Affiliates or a third party, as the case may be, shall occur prior to the end of the Term. PROVIDING PARTY shall provide or cause to be provided each of the Corporate Services through the expiration of the Term, except (i) as automatically modified by earlier termination of a Corporate Service by RECEIVING PARTY in accordance with this Agreement, (ii) for Corporate Services to or for the benefit of any entity which ceases to be a Subsidiary of RECEIVING PARTY prior to the end of the Term, or (iii) as otherwise agreed to by the Parties in writing.

(b) All obligations of PROVIDING PARTY with respect to any one or more individual Corporate Services or Transition Assistance under this Agreement shall be excused to the extent and only for so long as a failure by PROVIDING PARTY with respect thereto is directly attributable to and caused specifically by a failure by RECEIVING PARTY or any of its

Subsidiaries to meet their obligations (including any performance) under any other Related Party Agreement (as defined in the FIS Merger Agreement).

1.3 Third Party Vendors; Consents.

(a) PROVIDING PARTY shall use its commercially reasonable efforts to keep and maintain in effect its relationships with its vendors that are integral to the provision of the Corporate Services. PROVIDING PARTY shall use commercially reasonable efforts to procure any waivers, permits, consents or sublicenses required by third party licensors, vendors or service providers under existing agreements with such third parties in order to provide any Corporate Services hereunder ("Third Party Consents"). In the event that PROVIDING PARTY is unable to procure such Third Party Consents on commercially reasonable terms, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor. If, after the Effective Date, any one or more vendors (i) terminates its contractual relationship with PROVIDING PARTY or ceases to provide the products or services associated with the Corporate Services or (ii) notifies PROVIDING PARTY of its desire or plan to terminate its contractual relationship with PROVIDING PARTY or (iii) ceases providing the products or services associated with the Corporate Services, then, in either case, PROVIDING PARTY agrees to so notify RECEIVING PARTY, and to assist RECEIVING PARTY with the transition to another vendor so that RECEIVING PARTY may continue to receive similar products and services.

(b) PROVIDING PARTY shall not be required to transfer or assign to RECEIVING PARTY any third party software licenses or any hardware owned by PROVIDING PARTY or its Subsidiaries or Affiliates in connection with the provision of the Corporate Services or at the conclusion of the Term.

1.4 Dispute Resolution.

(a) Amicable Resolution. PROVIDING PARTY and RECEIVING PARTY mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between PROVIDING PARTY and RECEIVING PARTY in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each of PROVIDING PARTY and RECEIVING PARTY, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each of PROVIDING PARTY and RECEIVING PARTY do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each of PROVIDING PARTY and RECEIVING PARTY for final resolution. Notwithstanding anything to the contrary in this Section 1.4, any amendment to the terms of this Agreement may only be effected in accordance with Section 11.10.

(b) Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 1.4(a), either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 1.4(b). All Disputes submitted to arbitration pursuant to this Section 1.4(b) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by PROVIDING PARTY and RECEIVING PARTY. If PROVIDING PARTY and RECEIVING PARTY fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of either Party to the Dispute, appoint 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 either Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. 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.

(c) Non-Exclusive Remedy. Nothing in this Section 1.4 will prevent either PROVIDING PARTY or RECEIVING PARTY from immediately seeking injunctive or interim relief in the event (i) of any actual or threatened breach of any of the provisions of Article VIII or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction in accordance with Section 11.6. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 1.4(a) and Section 1.4(b) above.

(d) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, PROVIDING PARTY and RECEIVING PARTY, but none of their respective Subsidiaries or Affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to Article XI, this Section 1.4 or otherwise, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 1.4(d).

(e) Compensation. RECEIVING PARTY shall continue to make all payments due and owing under Article III for Corporate Services not the subject of a Dispute and shall not off-set such fees by the amount of fees for Corporate Services that are the subject of the Dispute.

1.5 Standard of Services.

(a) PROVIDING PARTY shall perform the Corporate Services for RECEIVING PARTY in a professional and competent manner, using standards of performance consistent with its performance of such services for itself.

(b) During the Term, PROVIDING PARTY shall maintain a disaster recovery program for the Corporate Services substantially consistent with the disaster recovery program in place for such Corporate Services as of the Effective Date. For the avoidance of doubt, the disaster recovery program maintained by PROVIDING PARTY will not include a business continuity program.

(c) If RECEIVING PARTY provides PROVIDING PARTY with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined below), as determined by RECEIVING PARTY in good faith, PROVIDING PARTY shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes of this Section 1.5(c), a "Significant Service Shortfall" shall be deemed to have occurred if the timing or quality of performance of Corporate Services provided by PROVIDING PARTY hereunder falls below the standard required by Section 1.5(a) hereof; provided that PROVIDING PARTY's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Article V.

1.6 Response Time. PROVIDING PARTY shall respond to and resolve any problems in connection with the Corporate Services for RECEIVING PARTY within a commercially reasonable period of time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

1.7 Ownership of Materials; Results and Proceeds. All data and information submitted to PROVIDING PARTY by RECEIVING PARTY, in connection with the Corporate Services or the Transition Assistance (as defined in Section 2.3) (the "RECEIVING PARTY Data"), and all results and proceeds of the Corporate Services and the Transition Assistance with regard to the RECEIVING PARTY Data, is and will remain, as between the Parties, the property of RECEIVING PARTY. PROVIDING PARTY shall not and shall not permit its Subsidiaries or Affiliates to use RECEIVING PARTY Data for any purpose other than to provide the Corporate Services or Transition Assistance.

## ARTICLE II
## TERM AND TRANSITION ASSISTANCE

2.1 Term. The term (the "Term") of this Agreement shall commence as of the date hereof and shall continue until the earliest of:

(i) the date on which the last of the Scheduled Services under this Agreement is terminated,

(ii) the date on which this Agreement is terminated by mutual agreement of the Parties, or

(iii) the second anniversary of the date of this Agreement,

whichever is earlier (in any case, the "Termination Date"); provided, however, that, with respect to any entity that ceases to be a Subsidiary of RECEIVING PARTY prior to the Termination Date, the Term with respect to such entity shall terminate effective as of the date that such entity ceases to be a Subsidiary of RECEIVING PARTY.

2.2 Termination.

(a) If RECEIVING PARTY is not able to complete its transition of the Corporate Services by the Termination Date, then upon written notice provided to PROVIDING PARTY at least thirty (30) days prior to the Termination Date, RECEIVING PARTY shall have the right to request and cause PROVIDING PARTY to provide up to thirty (30) days of additional Corporate Services to RECEIVING PARTY; provided, that RECEIVING PARTY shall pay for all such additional Corporate Services.

(b) If RECEIVING PARTY wishes to terminate a Corporate Service (or a portion thereof) on a date that is earlier than the Termination Date, RECEIVING PARTY shall provide written notice (the "Termination Notice") to PROVIDING PARTY of a proposed termination date for such Corporate Service (or portion thereof), at least ninety (90) days prior to such proposed termination date. Upon receipt of such notice, PROVIDING PARTY shall promptly provide notice to RECEIVING PARTY (the "Termination Dispute Notice") in the event that PROVIDING PARTY believes in good faith that, notwithstanding PROVIDING PARTY using its commercially reasonable efforts, the requested termination will have a material adverse impact on other Corporate Services and the scope of such adverse impact. In such event, the Parties will resolve the dispute in accordance with Section 1.4. If PROVIDING PARTY does not provide the Termination Dispute Notice, based on the standards set forth above, within ten (10) days of the date on which the Termination Notice was received, then, effective on the termination date proposed by RECEIVING PARTY in its Termination Notice, such Corporate Service (or portion thereof) shall be discontinued (thereafter, a "Discontinued Corporate Service") and deemed deleted from the Scheduled Services to be provided hereunder and thereafter, this Agreement shall be of no further force and effect with respect to the Discontinued Corporate Service (or portion thereof), except as to obligations accrued prior to the date of discontinuation of such Corporate Service (or portion thereof). Upon the occurrence of any Discontinued Corporate Service, the Parties shall promptly update Schedule 1.1(a) to reflect the discontinuation, and the Corporate Service Fees shall be adjusted in accordance therewith and the provisions of Article III. Notwithstanding anything to the contrary contained herein, at any time that employees of PROVIDING PARTY or its Subsidiaries or Affiliates move to a department within RECEIVING PARTY or its Subsidiaries or Affiliates (an "Employee Shift"), a proportional portion of the relevant Corporate Service shall be deemed automatically terminated. If a Corporate Service, or portion thereof, is terminated as a result of an Employee Shift, then such termination shall take effect as of the date of the Employee Shift, and the adjustment in Corporate Service Fees shall also take effect as of the date of the Employee Shift.

(c) If all Corporate Services shall have been terminated under this Section 2.2 prior to the expiration of the Term, then either Party shall have the right to terminate this

Agreement by giving written notice to the other Party, which termination shall be effective upon delivery as provided in Section 6.1.

2.3 Transition Assistance. In preparation for the discontinuation of any Corporate Service provided under this Agreement, PROVIDING PARTY shall, consistent with its obligations to provide Corporate Services hereunder and with the cooperation and assistance of RECEIVING PARTY, use commercially reasonable efforts to provide such knowledge transfer services and to take such steps as are reasonably required in order to facilitate a smooth and efficient transition and/or migration of records to RECEIVING PARTY or its Subsidiaries or Affiliates (or at RECEIVING PARTY's direction, to a third party) and responsibilities so as to minimize any disruption of services ("Transition Assistance"). RECEIVING PARTY shall cooperate with PROVIDING PARTY to allow PROVIDING PARTY to complete the Transition Assistance as early as is commercially reasonable to do so. Fees for any Transition Assistance shall be determined in accordance with the calculation formula and methods applicable to the Scheduled Services that are most similar in nature to the Transition Assistance being so provided, as set forth on the applicable Section of Schedule 1.1(a).

2.4 Return of Materials. As a Corporate Service or Transition Assistance is terminated, each Party will return all materials and property owned by the other Party, including, without limitation, all RECEIVING PARTY Data, if any, and materials and property of a proprietary nature involving a Party or its Subsidiaries or Affiliates relevant to the provision or receipt of that Corporate Service or Transition Assistance and no longer needed regarding the performance of other Corporate Services or other Transition Assistance under this Agreement, and will do so (and will cause its Subsidiaries and Affiliates to do so) within thirty (30) days after the applicable termination. Upon the end of the Term, each Party will return all material and property of a proprietary nature involving the other Party or its Subsidiaries, in its possession or control (or the possession or control of an Affiliate as a result of the Services provided hereunder) within thirty (30) days after the end of the Term. In addition, upon RECEIVING PARTY's request, PROVIDING PARTY agrees to provide to RECEIVING PARTY copies of RECEIVING PARTY's Data, files and records on magnetic media, or such other media as the Parties shall agree upon, to the extent practicable. PROVIDING PARTY may retain archival copies of RECEIVING PARTY's Data, files and records.

## ARTICLE III
## COMPENSATION AND PAYMENTS FOR CORPORATE SERVICES

3.1 Compensation for Corporate Services.

(a) In accordance with the payment terms described in Sections 3.2 and 3.3 below, RECEIVING PARTY agrees to timely pay PROVIDING PARTY, as compensation for the Corporate Services provided hereunder, all fees as contemplated in Section 1.1 (the "Corporate Service Fees") and in Section 2.3 (the "Transition Assistance Fees").

(b) Without limiting the foregoing, the Parties acknowledge that RECEIVING PARTY is also obligated to pay, or reimburse PROVIDING PARTY for its payment of, all Out of Pocket Costs (as defined below); provided, however, that the incurrence of any liability by RECEIVING PARTY or any of its Subsidiaries for any New Out of Pocket Cost (as defined

below) that requires the payment by RECEIVING PARTY or one of its Subsidiaries of more than $200,000, on an annualized basis, shall require either (i) the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries, or (ii) the subsequent approval of the chief accounting officer of RECEIVING PARTY (or his/her designee) after his/her receipt of the Monthly Summary Statement (as defined in Section 3.2) provided to RECEIVING PARTY for the calendar month in which the New Out of Pocket Cost was incurred or paid by PROVIDING PARTY on behalf of RECEIVING PARTY. If (x) PROVIDING PARTY has not obtained the prior approval of a full-time employee of RECEIVING PARTY or one of its Subsidiaries before incurring or paying any New Out of Pocket Cost that exceeds $200,000 on an annualized basis, and (y) after receiving and reviewing the applicable Monthly Summary Statement, the chief accounting officer of RECEIVING PARTY (or his/her designee) has not expressly approved the New Out of Pocket Cost in question, then RECEIVING PARTY shall be entitled to dispute the New Out of Pocket Cost until the close of the next audit cycle, provided that if PROVIDING PARTY disagrees with RECEIVING PARTY's dispute of the New Out of Pocket Cost, then PROVDING PARTY shall be entitled to exercise its rights under the dispute resolution provisions set forth in Section 1.4. For purposes hereof, the term "Out of Pocket Costs" means all fees, costs or other expenses payable by RECEIVING PARTY or its Subsidiaries to third parties that are not Affiliates of PROVIDING PARTY in connection with the Corporate Services provided hereunder; and the term "New Out of Pocket Cost" means any Out of Pocket Cost incurred after the Effective Date that is not a continuation of services provided to RECEIVING PARTY or one of its Subsidiaries in the ordinary course of business consistent with past practices and for which RECEIVING PARTY had paid or reimbursed a portion thereof prior to the Effective Date.

3.2 Monthly Summary Statements. Within 30 days after the end of each calendar month, PROVIDING PARTY shall prepare and deliver to the chief accounting officer (or his/her designee) of RECEIVING PARTY a monthly summary statement (each a "Monthly Summary Statement") setting forth all of the costs owing by the RECEIVING PARTY to the PROVIDING PARTY, including all Corporate Service Fees, Transition Assistance Fees, Out of Pocket Costs, as calculated in accordance with Section 3.1 and Schedule 1.1(a), and any other charges incurred by, and cost allocations made by, PROVIDING PARTY for or on behalf of RECEIVING PARTY for Corporate Services pursuant to this Agreement. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, the Monthly Summary Statements required hereunder shall including the applicable monthly costs, fees and expenses owing by RECEIVING PARTY to PROVIDING PARTY for all Related Party Agreements, as well as all other agreements between RECEIVING PARTY and PROVIDING PARTY designated to be included by each of RECEIVING PARTY and PROVIDING PARTY, including without limitation the Amended and Restated Corporate Services Agreement of even date herewith (the "CSA") between FNF, as providing party, and FIS, as receiving party, and the provisions of this Article III should be read and interpreted in conjunction with Article III of the CSA. The specific form of the Monthly Summary Statement shall be as agreed to between the parties from time to time, acting with commercial reasonableness.

3.3 Net Amounts Payable.

(a) Subject to the provisions of Section 3.3(b), the Parties contemplate that (i) one Monthly Summary Statement will be prepared by FIS with respect to all expenses, costs and

fees attributable or allocable to FNF and its subsidiaries under all agreements between FIS and/or its subsidiaries, on the one hand, and FNF and/or its subsidiaries, on the other, incurred during the preceding calendar month, (ii) one Monthly Summary Statement will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to FIS and its subsidiaries under all agreements between FNF and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, incurred during the preceding calendar month, whereupon FIS (on behalf of itself and its subsidiaries) and FNF (on behalf of itself and its subsidiaries) will offset the amounts owing, as shown on their respective Monthly Summary Statements for the same month, so that the net amount owing from the applicable Party can be determined (in any case, the "Monthly Net Amount"). The determination of the Monthly Net Amount owing each month shall be made by RECEIVING PARTY within two (2) Business Days of delivery of the Monthly Summary Statements from each of FIS and FNF, and the PROVIDING PARTY shall provide RECEIVING PARTY with a written statement of the Monthly Net Amount (the "Monthly Net Amount Statement"). Within ten (10) Business Days of the determination of the Monthly Net Amount, the chief accounting officers (or their designees) from each of PROVIDING PARTY and RECEIVING PARTY shall confer together regarding the Monthly Summary Statements and the Monthly Net Amount then owing. If the chief accounting officers (or their designees) agree that the Monthly Net Amount is correct, then within ten (10) Business Days after such conference and agreement, the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to or to the order of the other Party, in an amount equal to the Monthly Net Amount. If the chief accounting officers (or their designees) do not agree that the Monthly Net Amount is correct, or if either Party shall otherwise dispute any amounts shown on the applicable Monthly Summary Statement, including without limitation any Out of Pocket Costs, then as soon as reasonably possible after the determination of the Monthly Net Amount but not later than the tenth (10) Business Day thereafter, the disputing Party shall notify the other Party in writing of the nature and basis of the dispute and/or the amount of the adjustment requested. The Parties shall use their reasonable best efforts to resolve the dispute but if the Parties are unable to resolve the dispute within twenty (20) Business Days after the determination date of the Net Amount, the dispute resolution procedures set forth in Section 1.4 shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes.

(b) At any time during the Term of this Agreement, if the Parties mutually agree, the Parties may utilize the following procedures, which will be an alternative to the procedures set forth in Section 3.3(a) above: Only one Monthly Summary Statement (the

"Combined Monthly Summary Statement") will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to each of FNF (and its subsidiaries) and FIS (and its subsidiaries) under all agreements between FNF (and/or any of its subsidiaries), on the one hand, and FIS (and/or any of its subsidiaries), on the other, incurred during the preceding calendar month. A copy of the Combined Monthly Summary Statement will be provided to FIS within 30 calendar days after the end of each calendar month. In addition to setting forth in detail the monthly amounts owing under each such agreement, the Combined Monthly Summary Statement will also set forth the calculation of the offsetting amounts owing, so that the net amount owing from the applicable Party can be determined (the Monthly Net Amount). Within ten (10) Business Days after receiving the Combined Monthly Summary Statement, the FIS chief accounting officer (or his/her designee) shall review the Combined Monthly Summary Statement and the Monthly Net Amount then owing. If the FIS chief accounting officer agrees that the Combined Monthly Summary Statement and the resulting Monthly Net Amount is correct, then within ten (10) Business Days after FIS' receipt of the Combined Monthly Summary Statement, FIS shall notify FNF of its agreement to the Monthly Net Amount and the Party owing the Monthly Net Amount shall cause immediately available funds to be transferred to (or to the order of) the other Party, in an amount equal to the Monthly Net Amount. If the FIS chief accounting officers (or his/her designee) does not agree that the Combined Monthly Summary Statement and the resulting Monthly Net Amount is correct, then before the tenth (10) Business Day after receiving the Combined Monthly Summary Statement, he/she shall notify FNF in writing of the nature and basis of his/her objections and, if known at the time, the amount of the adjustment(s) requested. The Parties shall use their reasonable best efforts to resolve FIS' objections, but if the Parties are unable to resolve their differences within twenty (20) Business Days after FIS's receipt of the Combined Monthly Summary Statement, the dispute resolution procedures set forth in Section 1.4 shall apply, provided that, in the event of any dispute regarding the amounts owing (and the use of the dispute resolution process with respect thereto), the Party owing the Monthly Net Amount shall nevertheless timely pay that portion of the Monthly Net Amount, as shown on the Monthly Net Amount Statement, that is not in dispute, it being understood that if the amount owing is later revised, then the excess amount so paid shall be either (i) promptly returned to the Party making the payment, in immediately available funds or (ii) applied to credit the revised Monthly Net Amount, as appropriate, and provided, further, that to the extent that any amount in dispute is not paid within sixty (60) days after the date on which the non-disputing Party is notified in writing of the dispute, then in addition to its liability for the disputed amounts, the Party that is ultimately determined to have been incorrect as to the amount so in dispute shall be liable to the other Party for interest, calculated on the amount in dispute ultimately determined to be incorrect, at a rate amount equal to one percent (1%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes.

3.4 Audit Rights. Upon reasonable advance notice from RECEIVING PARTY, PROVIDING PARTY shall permit RECEIVING PARTY to perform annual audits of PROVIDING PARTY's records only with respect to amounts invoiced and Out of Pocket Costs invoiced pursuant to this Article III. Such audits shall be conducted during PROVIDING PARTY's regular office hours and without disruption to PROVIDING PARTY's business operations and shall be performed at RECEIVING PARTY's sole expense.

## ARTICLE IV
## LIMITATION OF LIABILITY

4.1 LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY RECEIVING PARTY TO PROVIDING PARTY DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH FOR THE PARTICULAR CORPORATE SERVICE AFFECTED BY SUCH BREACH UNDER THIS AGREEMENT; PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW, OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OR AFFILIATE OF A PARTY HERETO.

4.2 DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER ARTICLE X IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OR AFFILIATE OF THE INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS ARTICLE IV.

## ARTICLE V
## FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Article, the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

## ARTICLE VI
## NOTICES AND DEMANDS

6.1 Notices. Except as otherwise provided under this Agreement (including Schedule 1.1(a)), all notices, demands or requests which may be given by a Party to the other Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax, or on the next business day if sent by overnight courier, or on the date

of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail return receipt requested, and addressed as set forth below:

If to RECEIVING PARTY, to:

Fidelity National Financial, Inc./Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

If to PROVIDING PARTY, to:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

The address to which such notices, demands, requests, elections or other communications are to be given by either Party may be changed by written notice given by such Party to the other Party pursuant to Section 6.1.

## ARTICLE VII
## REMEDIES

7.1 Remedies Upon Material Breach. In the event of material breach of any provision of this Agreement by a Party, the non-defaulting Party shall give the defaulting Party written notice, and:

(a) If such breach is for RECEIVING PARTY's non-payment of an amount that is not in dispute, the defaulting Party shall cure the breach within thirty (30) calendar days of such notice. If the defaulting Party does not cure such breach by such date, then the defaulting Party shall pay the non-defaulting Party the undisputed amount, any interest that has accrued hereunder through the expiration of the cure period plus an additional amount of interest equal to four percent (4%) per annum above the "prime rate" as announced in the "Money Rates" section of the most recent edition of The Wall Street Journal, which interest rate shall change as and when the "prime rate" changes. The Parties agree that this rate of interest constitutes reasonable liquidated damages and not an unenforceable penalty.

(b) If such breach is for any other material failure to perform in accordance with this Agreement, the defaulting Party shall cure such breach within thirty (30) calendar days of the date of such notice. If the defaulting Party does not cure such breach within such period, then the defaulting Party shall pay the non-defaulting Party all of the non-defaulting Party's actual damages, subject to Article IV above.

7.2 Survival Upon Expiration or Termination. The provisions of Section 1.4 (Dispute Resolution), Section 2.4 (Return of Materials), Article IV (Limitation of Liability), Article VI (Notices and Demands), this Section 7.2, Article VIII (Confidentiality), Article X

(Indemnification) and Article XI (Miscellaneous) shall survive the termination or expiration of this Agreement unless otherwise agreed to in writing by both Parties.

## ARTICLE VIII
## CONFIDENTIALITY

8.1 Confidential Information. Each Party shall use at least the same standard of care in the protection of Confidential Information of the other Party as it uses to protect its own confidential or proprietary information; provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" includes all confidential or proprietary information and documentation of either Party, including the terms of this Agreement, including with respect to each Party, all of its software, data, financial information all reports, exhibits and other documentation prepared by any of its Subsidiaries or Affiliates. Each Party shall use the Confidential Information of the other Party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. Each Party shall advise its respective employees, subcontractors, and agents of such Party's obligations under this Agreement. The obligations in this Section 8.1 will not restrict disclosure by a Party pursuant to applicable law, or by order or request of any court or government agency; provided that prior to such disclosure the Party making such disclosure shall (a) immediately give notice to the other Party, (b) cooperate with the other Party in challenging the right to such access and (c) only provide such information as is required by law, court order or a final, non-appealable ruling of a court of proper jurisdiction. Confidential Information of a Party will not be afforded the protection of this Article VIII if such Confidential Information was (A) developed by the other Party independently as shown by its written business records regularly kept, (B) rightfully obtained by the other Party without restriction from a third party, (C) publicly available other than through the fault or negligence of the other Party or (D) released by the Party that owns or has the rights to the Confidential Information without restriction to anyone.

8.2 Work Product Privilege. RECEIVING PARTY represents and PROVIDING PARTY acknowledges that, in the course of providing Corporate Services pursuant to this Agreement, PROVIDING PARTY may have access to (a) documents, data, databases or communications that are subject to attorney client privilege and/or (b) privileged work product prepared by or on behalf of the Affiliates of RECEIVING PARTY in anticipation of litigation with third parties (collectively, the "Privileged Work Product") and RECEIVING PARTY represents and PROVIDING PARTY understands that all Privileged Work Product is protected from disclosure by Rule 26 of the Federal Rules of Civil Procedure and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. RECEIVING PARTY represents and PROVIDING PARTY understands the importance of maintaining the strict confidentiality of the Privileged Work Product to protect the attorney client privilege, work product doctrine and other privileges and rights associated with such Privileged Work Product pursuant to such Rule 26 and the equivalent rules and regulations under the law chosen to govern the construction of this Agreement. After PROVIDING PARTY is notified or otherwise becomes aware that documents, data, database, or communications are Privileged Work Product, only PROVIDING PARTY personnel for whom such access is necessary for the purposes of providing Services to RECEIVING PARTY as provided in this Agreement shall have access to

such Privileged Work Product. Should PROVIDING PARTY ever be notified of any judicial or other proceeding seeking to obtain access to Privileged Work Product, PROVIDING PARTY shall (A) immediately give notice to RECEIVING PARTY, (B) cooperate with RECEIVING PARTY in challenging the right to such access and (C) only provide such information as is required by a final, non-appealable ruling of a court of proper jurisdiction. RECEIVING PARTY shall pay all of the cost incurred by PROVIDING PARTY in complying with the immediately preceding sentence. RECEIVING PARTY has the right and duty to represent PROVIDING PARTY in such resistance or to select and compensate counsel to so represent PROVIDING PARTY or to reimburse PROVIDING PARTY for reasonable attorneys' fees and expenses as such fees and expenses are incurred in resisting such access. If PROVIDING PARTY is ultimately required, pursuant to an order of a court of competent jurisdiction, to produce documents, disclose data, or otherwise act in contravention of the confidentiality obligations imposed in this Article VIII, or otherwise with respect to maintaining the confidentiality, proprietary nature, and secrecy of Privileged Work Product, PROVIDING PARTY is not liable for breach of such obligation to the extent such liability does not result from failure of PROVIDING PARTY to abide by the terms of this Article VIII. All Privileged Work Product is the property of RECEIVING PARTY and will be deemed Confidential Information, except as specifically authorized in this Agreement or as shall be required by law.

8.3 Unauthorized Acts. Each Party shall (a) notify the other Party promptly of any unauthorized possession, use, or knowledge of any Confidential Information by any person which shall become known to it, any attempt by any person to gain possession of Confidential Information without authorization or any attempt to use or acquire knowledge of any Confidential Information without authorization (collectively, "Unauthorized Access"), (b) promptly furnish to the other Party full details of the Unauthorized Access and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any Unauthorized Access, (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights, and (d) use commercially reasonable efforts to prevent a reoccurrence of any such Unauthorized Access.

8.4 Publicity. Except as required by law or national stock exchange rule or as allowed by any Ancillary Agreement, neither Party shall issue any press release, distribute any advertising, or make any public announcement or disclosure (a) identifying the other Party by name, trademark or otherwise or (b) concerning this Agreement without the other Party's prior written consent. Notwithstanding the foregoing sentence, in the event either Party is required to issue a press release relating to this Agreement or any of the transactions contemplated by this Agreement, or by the laws or regulations of any governmental authority, agency or self-regulatory agency, such Party shall (A) give notice and a copy of the proposed press release to the other Party as far in advance as reasonably possible, but in any event not less than five (5) days prior to publication of such press release and (B) make any changes to such press release reasonably requested by the other Party. In addition, RECEIVING PARTY may communicate the existence of the business relationship contemplated by the terms of this Agreement internally within PROVIDING PARTY's organization and orally and in writing communicate PROVIDING PARTY's identity as a reference with potential and existing customers.

8.5 Data Privacy. (a) Where, in connection with this Agreement, PROVIDING PARTY processes or stores information about a living individual that is held in automatically

processable form (for example in a computerized database) or in a structured manual filing system ("Personal Data"), on behalf of any Subsidiaries of RECEIVING PARTY or their clients, then PROVIDING PARTY shall implement appropriate measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall use such data solely for purposes of carrying out its obligations under this Agreement.

(b) RECEIVING PARTY may instruct PROVIDING PARTY, where PROVIDING PARTY processes Personal Data on behalf of Subsidiaries of RECEIVING PARTY, to take such steps to preserve data privacy in the processing of those Personal Data as are reasonably necessary for the performance of this Agreement.

(c) Subsidiaries of RECEIVING PARTY may, in connection with this Agreement, collect Personal Data in relation to PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers involved in providing Corporate Services hereunder. Such Personal Data may be collected from PROVIDING PARTY, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be collected indirectly at RECEIVING PARTY's (or Subsidiaries of RECEIVING PARTY's) locations from monitoring devices or by other means (e.g., telephone logs, closed circuit TV and door entry systems). Nothing in this Section 8.5(c) obligates PROVIDING PARTY or PROVIDING PARTY's employees, directors or other officers to provide Personal Data requested by RECEIVING PARTY. The Subsidiaries of RECEIVING PARTY may use and disclose any such data disclosed by PROVIDING PARTY solely for purposes connected with this Agreement and for the relevant purposes specified in the data privacy policy of the Subsidiary of RECEIVING PARTY (a copy of which is available on request.) RECEIVING PARTY will maintain the same level of protection for Personal Data collected from PROVIDING PARTY (and PROVIDING PARTY's employees, directors and officers, as appropriate) as RECEIVING PARTY maintains with its own Personal Data, and will implement appropriate administrative, physical and technical measures to protect the personal data collected from PROVIDING PARTY and PROVIDING PARTY's employees, directors and other officers against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access.

## ARTICLE IX
## REPRESENTATIONS, WARRANTIES AND COVENANTS

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSLY MADE IN THIS AGREEMENT, PROVIDING PARTY HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS OBTAINED OF THE CONTINUING BUSINESS. ALL OTHER REPRESENTATIONS, WARRANTIES, AND COVENANTS, EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO THE WARRANTIES OF MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE RESULTS

OBTAINED OF THE CONTINUING BUSINESS ARE HEREBY DISCLAIMED BY PROVIDING PARTY.

## ARTICLE X
## INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Article IV, RECEIVING PARTY will indemnify, defend and hold harmless PROVIDING PARTY, each Subsidiary and Affiliate of PROVIDING PARTY, each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "PROVIDING PARTY Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the PROVIDING PARTY Indemnified Parties arising or resulting from the provision of Corporate Services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by PROVIDING PARTY's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by PROVIDING PARTY.

"Damages" means, subject to Article IV hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

(b) Except as set forth in this Section 10.1(b), PROVIDING PARTY will have no liability to RECEIVING PARTY for or in connection with any of the Corporate Services rendered hereunder or for any actions or omissions of PROVIDING PARTY in connection with the provision of any Corporate Services hereunder. Subject to the provisions hereof and subject to Article IV, PROVIDING PARTY will indemnify, defend and hold harmless RECEIVING PARTY, each Subsidiary and Affiliate of RECEIVING PARTY, each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "RECEIVING PARTY Indemnified Parties") from and against any and all Damages incurred or suffered by the RECEIVING PARTY Indemnified Parties arising or resulting from either of the following:

(i) any claim that PROVIDING PARTY's use of the software or other intellectual property used to provide the Corporate Services or Transition Assistance, or any results and proceeds of such Corporate Services or Transition Assistance, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other

intellectual property made by RECEIVING PARTY without PROVIDING PARTY's authorization or participation, or

(ii) PROVIDING PARTY's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) through (ii) above, the amount of Damages incurred or sustained by RECEIVING PARTY shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of RECEIVING PARTY in amounts equal to RECEIVING PARTY's equitable share of such Damages determined in accordance with its relative culpability for such Damages or the relative fault of RECEIVING PARTY or its Subsidiaries.

10.2 Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Article X (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 1.4.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 10.2(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 1.4 hereof. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a

Subsidiary or Affiliate of a Party hereto of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Article X, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

ARTICLE XI
MISCELLANEOUS

11.1 Relationship of the Parties. The Parties declare and agree that each Party is engaged in a business that is independent from that of the other Party and each Party shall perform its obligations as an independent contractor. It is expressly understood and agreed that RECEIVING PARTY and PROVIDING PARTY are not partners, and nothing contained herein is intended to create an agency relationship or a partnership or joint venture with respect to the Corporate Services. Neither Party is an agent of the other and neither Party has any authority to represent or bind the other Party as to any matters, except as authorized herein or in writing by such other Party from time to time.

11.2 Employees. (a) PROVIDING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. PROVIDING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

(b) RECEIVING PARTY shall be solely responsible for payment of compensation to its employees and, as between the Parties, for its Subsidiaries' employees and for any injury to them in the course of their employment. RECEIVING PARTY shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons.

11.3 Assignment. Neither Party may assign, transfer or convey any right, obligation or duty, in whole or in part, or of any other interest under this Agreement relating to such Corporate Services without the prior written consent of the other Party, including any assignment, transfer or conveyance in connection with a sale of an asset to which one or more of the Corporate Services relate. All obligations and duties of a Party under this Agreement shall be binding on all successors in interest and permitted assigns of such Party. Each Party may use its Subsidiaries or Affiliates or subcontractors to perform the Corporate Services; provided that such use shall not relieve such assigning Party of liability for its responsibilities and obligations.

11.4 Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

11.5 Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and their Affiliates and not for any other person. However, should any third party institute proceedings, this Agreement shall not provide any such person with any remedy, claim, liability, reimbursement, cause of action, or other right.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to such State's laws and

principles regarding the conflict of laws. Subject to Section 1.4, if any Dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the Parties irrevocably (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Jacksonville, Florida, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

11.7 Executed in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same document.

11.8 Construction. The headings and numbering of articles, Sections and paragraphs in this Agreement are for convenience only and shall not be construed to define or limit any of the terms or affect the scope, meaning, or interpretation of this Agreement or the particular Article or Section to which they relate. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of its provisions.

11.9 Entire Agreement. This Agreement, including all attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings, with respect to the subject matter hereof. Without limiting the foregoing, the Parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

11.10 Amendments and Waivers. The Parties may amend this Agreement only by a written agreement signed by each Party and that identifies itself as an amendment to this Agreement. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

11.11 Remedies Cumulative. Unless otherwise provided for under this Agreement, all rights of termination or cancellation, or other remedies set forth in this Agreement, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled by law or equity in case of any breach or threatened breach by the other Party of any provision in this Agreement. Unless otherwise provided for under this Agreement, use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing any provision of this Agreement.

11.12 Taxes. All charges and fees to be paid to PROVIDING PARTY under this Agreement are exclusive of any applicable taxes required by law to be collected from

RECEIVING PARTY (including, without limitation, withholding, sales, use, excise, or services tax, which may be assessed on the provision of Corporate Services). In the event that a withholding, sales, use, excise, or services tax is assessed on the provision of any of the Corporate Services under this Agreement, RECEIVING PARTY will pay directly, reimburse or indemnify PROVIDING PARTY for such tax, plus any applicable interest and penalties. The Parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party.

11.13 Changes in Law. PROVIDING PARTY's obligations to provide Corporate Services hereunder are to provide such Corporate Services in accordance with applicable laws as in effect on the date of this Agreement. Each Party reserves the right to take all actions in order to ensure that the Corporate Services and Transition Assistance are provided in accordance with any applicable laws.

11.14 Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Merger becomes effective pursuant to the terms of the FIS Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Agreement to be duly executed and delivered as of the date first above written.

PROVIDING PARTY:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
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Michael L. Gravelle
Executive Vice President - Legal

RECEIVING PARTY:

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
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Anthony J. Park
Executive Vice President and Chief Financial Officer

DEFINITIONS AND FORMULAS

FOR PURPOSES OF CALCULATING COST ALLOCATION

For purposes of this Agreement and the Reverse Corporate Service Schedules:

"Direct Employee Compensation" of an employee means the aggregate of such employee's salary, overtime, cash bonus and commission compensation, payroll taxes attributable thereto, group insurance charges and benefits paid by the employer on behalf of or for the benefit of the employee, contributions to any 401k programs or accounts on behalf of or for the benefit of the employee, together with the employee's pro rata portion of the benefits administration expenses (including expenses for prizes or awards allocable to the employee) incurred by the employer.

"Full Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FIS Servicing Employees, means any and all costs incurred by or allocated to that department/cost center other than Direct Employee Compensation of the employees in the department/cost center. Full Departmental Costs include office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, telecommunications and IT equipment, insurance costs, depreciation, amortization, real property and personal property taxes, advertising and promotional expenses (if any), postage, courier and shipping expenses, printing, reproduction, stationary, and office supplies, travel and entertainment expenses, educational, training and recruiting expenses, professional dues and subscriptions, fees, general costs and expenses incurred in connection with the Services that are included in administrative overhead, and the other similar costs that are generally characterized as "overhead"', in each case as allocated to the department/cost center in accordance with PROVIDING PARTY's current overhead cost allocation policy.

"Limited Departmental Costs", allocated with respect to any department/cost center of PROVIDING PARTY with FNF Transferred Employees, means any and all costs incurred by or allocated to that department/cost center that are directly related to the physical location of the FNF Transferred Employee within an FIS department/cost center. Limited Departmental Costs include telecommunications and IT equipment, office furniture and equipment, office space and facilities expenses, repairs & maintenance expenses, rent and leasehold improvements, utilities, data processing charges and expenses, rental expenses and charges paid to Fidelity Asset Management, Inc. for use of certain office assets and equipment, all as shown on the accounting cost center reports, it being understood that in no event shall any costs be allocated to, or paid by, RECEIVING PARTY hereunder with respect any Transferred Employee to the extent that an equivalent amount of the same cost item is otherwise being allocated to and paid by RECEIVING PARTY with respect to such Transferred Employee.

"Servicing Employee" means an employee of PROVIDING PARTY or its Subsidiaries or its Affiliates who provides services to RECEIVING PARTY and its Subsidiaries under this Agreement.

"Transferred Employee" means an employee of RECEIVING PARTY or its Subsidiaries who is not a Servicing Employee of PROVIDING PARTY, but who is physically located within a PROVIDING PARTY department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred or migrated to RECEIVING PARTY but whose office is still housed with their former department/cost center.

"Standard Allocation", for purposes of the Services provided under this Agreement and the Schedules hereto, including the Cost Allocation Section of the Schedules, shall be calculated as follows:

1. Out of Pocket Costs: Direct Charges. Out of Pocket Costs incurred by or on behalf of RECEIVING PARTY or its Subsidiary(s) are charged directly to it and are not part of the Services under this Agreement or the payments to be made for Services hereunder.

2. Direct Employee Compensation: Allocation Based on Work Time Percentage. The Direct Employee Compensation of each PROVIDING PARTY Servicing Employee shall be allocated to RECEIVING PARTY based on the percentage of work time that such Servicing Employee spends in providing the applicable Services to RECEIVING PARTY and its Subsidiaries. Allocations as of the Effective Date will be those reflected in the data and results of October 1, 2006.

   By way of example, for a Servicing Employee of PROVIDING PARTY who has an annual salary of $50,000, a cash bonus of $20,000, and benefits of $10,000, and who spends 40% of his work time on providing Services under this Agreement, the Direct Employee Compensation allocation would be calculated as follows:

   ($50,000 + $20,000 + $10,000) x 40% = $32,000

   In this example, RECEIVING PARTY would be allocated $32,000 of Direct Employee Compensation for this Servicing Employee.

3. Full Departmental (Overhead) Costs for FIS Servicing Employees: Allocation based on Employee Head Count and Percentage of Work Time. In addition to the Direct Employee Compensation, Full Departmental Costs of each department/cost center of PROVIDING PARTY that has Servicing Employees shall be allocated to RECEIVING PARTY based on the employee head count of the Servicing Employees and the average percentage of work time that the Servicing Employees in that department/cost center spend on providing services to RECEIVING PARTY. Under this methodology, RECEIVING PARTY is charged for a percentage of the total Full Departmental Costs that reflects the headcount number of Servicing Employees in that department/cost center, in relation to the aggregate headcount of all employees in the department/cost center, taking into account the average percentage of work time that each Servicing

Employee in the department/cost center spends in providing services to RECEIVING PARTY and its Subsidiaries.

By way of example, assume that in a PROVIDING PARTY department/cost center, there are 20 employees, 4 of whom are Servicing Employees, with 2 of those 4 Servicing Employees spending 50% of their work time providing Services to RECEIVING PARTY and its Subsidiaries, and the other 2 of those 4 Servicing Employees spending 10% of their work time providing Services to RECEIVING PARTY and its Subsidiaries. Let's also assume that we need to allocate $100 of office supplies. The portion of the Full Departmental Costs that will be allocated to RECEIVING PARTY is determined as follows:

First, determine the department/cost center's Servicing Employee headcount allocable to RECEIVING PARTY:

4 Servicing Employees / 20 department/cost center employees = 20%.

Second, use this percentage to determine the amount of the total Full Departmental Costs will be allocated to the Servicing Employees:

20% of the $100 office supplies = $20 allocable to the Servicing Employees

So, based solely on employee headcount, $20 of the total $100 of office supplies are allocable to the Servicing Employees, but a portion of that should be allocable to RECEIVING PARTY.

Third, to determine that portion of the Full Departmental Costs allocable to the Servicing Employees that is allocable to providing services to RECEIVING PARTY and its Subsidiaries, we determine the average work time percentage of the Servicing Employees:

So, if:

2 employee spend 50% of their time on services for RECEIVING PARTY, and 2 employees spend 10% of their time on services for RECEIVING PARTY,

then the average work time percentage for these 4 Servicing Employees is:

(50 + 50 + 10 + 10) = 120 / 4 = 30% average work time percentage

Fourth, apply the average work time percentage of the Servicing Employees in this department/cost center to their share of the total Full Departmental Costs:

30% (average work time percentage) of the $20 of office supplies allocable to these Servicing Employees:

30% x $20 = $6.00 allocable to providing services to RECEIVING PARTY

In this example, $6.00 of the Full Departmental Costs for the $100 of office supplies for this department/cost center will be allocated to RECEIVING PARTY.

4. Limited Departmental (Overhead) Costs for FNF Transferred Employees: Allocation Based on Employee Head Count. Limited Departmental Costs of each department/cost center of PROVIDING PARTY that has Transferred Employees (i.e., RECEIVING PARTY employees who are not Servicing Employees of PROVIDING PARTY, but who are physically located within such department/cost center, such as persons who are former PROVIDING PARTY employees who have been transferred to RECEIVING PARTY but whose office is still housed with their former department/cost center) shall be allocated to RECEIVING PARTY based on employee head count, determined by applying a percentage reflecting the number of Transferred Employees in that department/cost center, in relation to the number of all employees in the department/cost center.

   By way of example, assume that in a PROVIDING PARTY department/cost center, there are 10 employees, 2 of whom are Transferred Employees now employed by RECEIVING PARTY. The portion of the Limited Departmental Costs that will be allocated to RECEIVING PARTY as follows:

      2 Transferred Employees / 10 Total Department Employees = 20%.

   In this example, 20% of the Limited Departmental Costs of this department/cost center will be allocated to RECEIVING PARTY.

5. Update of Servicing Employee Work Percentages and Transferred Employee Head Count: At Least Every 6 Months. Except to the extent otherwise expressly provided herein, for any given 6-month period, all Direct Employee Compensation to be allocated shall be so allocated on the basis of the applicable work time percentage determined as of the most recent work time percentage review undertaken by PROVIDING PARTY (each a "Work Time Percentage Review"). Work Time Percentage Reviews for all Servicing Employees shall be re-examined and updated by PROVIDING PARTY no less frequently than every 6 months, with the first update after the Effective Date to occur in March 2007. Direct Employee Compensation allocations applicable on the Effective Date and continuing until the completion of the April 2007 Work Time Percentage Review

shall be based on the Work Time Percentage Review undertaken for the calendar month October 2006. Full Departmental Costs and Limited Departmental Costs will be allocated based on the head count (and, if applicable, the work time percentage) determined as of the most recent Work Time Percentage Review. Without limiting the foregoing, changes in work time percentages based on an updated Work Time Percentage Review shall be reviewed and approved by a full-time FIS employee.

6. Terminated or Discontinued Services. If at any time during the Term of this Agreement RECEIVING PARTY terminates or discontinues all or any portion of a Corporate Service prior to the end of the Term or if any Corporate Service (or portion thereof) automatically terminates, pursuant to Section 2.2(b) (hereinafter referred to as a "Discontinued Service"), then effective as of the last day of the calendar month in which such termination or discontinuation is effective, Corporate Service Fees related to the Discontinued Service shall no longer be owing under this Agreement.

EXHIBIT 99.3

Execution Version

# PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") dated as of October 23, 2006, by and between FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." (together with its subsidiaries, affiliates, successors and assigns, collectively "FNF"), and FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (together with its subsidiaries, affiliates, successors and assigns, collectively "FIS" or the "Manager"). FNF and FIS are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, FNF is a party to a synthetic lease financing arrangement for the office building known as "Building V" located at 601 Riverside Avenue, Jacksonville, Florida (the "Property"), as set forth on various documents dated on our about June 29, 2004, including the Master Lease Agreement, dated as of June 29, 2004, and the Master Agreement dated as of June 29, 2004, as amended by the First Omnibus Amendment dated as of November 5, 2004, the First Amendment to Master Agreement dated as of September 24, 2004, the Second Omnibus Amendment dated as of February 15, 2005, the Third Omnibus Amendment dated as of December 2, 2005, the Waiver Amendment to Operative Documents dated as of April 2005, and the Fourth Omnibus Amendment dated as of March 16, 2006 (as amended, the "Master Lease Agreement"), all among FNF, as lessee, SunTrust Equity Funding, LLC, as lessor, certain financial institutions parties thereto, as lenders, and SunTrust Bank, as agent (collectively, the "Lessors"); and

WHEREAS, a portion of the Property is leased to Fidelity Information Services, Inc., an Arkansas corporation that is a wholly-owned subsidiary of FIS ("Tenant"), pursuant to a Sublease Agreement, of even date herewith between FNF, as lessor, and Tenant, as lessee (said Sublease, as so amended, being hereinafter referred to as the "Sublease"); and

WHEREAS, FNF wishes to retain the services of the Manager as manager of the Property with responsibilities for managing, operating, maintaining, and servicing the Property and for the performance on behalf of FNF of all of its obligations with respect to the Property pursuant to the Master Lease Agreement and the Sublease;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Appointment of Manager. Effective as of the date hereof, FNF hereby appoints the Manager as manager of the Property with the responsibilities and upon the terms and conditions outlined in this Agreement, and the Manager hereby accepts such appointment.

2. Manager's Responsibilities.

2.1. Management of the Property.

(a) The Manager shall perform the services for FNF hereunder in a professional and competent manner, using standards of performance consistent with its performance of such services for itself and as otherwise required pursuant to the terms of the Master Lease Agreement and the Sublease. The Manager shall use commercially reasonable efforts to properly protect and account for FNF's assets.

(b) In connection with the management of the Property, the Manager shall duly and punctually perform and comply with, or cause to be performed or complied with, all of the obligations, terms and conditions required to be performed or complied with by FNF under the Master Lease Agreement and the Sublease (copies of which have been made available to the Manager) and, to the extent copies have been provided to the Manager, under any mortgages or deeds of trust affecting the Property, and any other agreements relating to the ownership, financing, development, management, operation, maintenance and servicing of the Property, including, without limitation (to the extent funds of FNF are available), the timely payment of all sums required to be paid thereunder, all to the end that FNF's interest in the Property and its interest as landlord under the Sublease shall be preserved and no default of FNF shall occur under any of such agreements, so that the Master Lease Agreement and the Sublease (as well as any other relevant agreements) shall remain in full force and effect, with no default by FNF. The Manager shall enforce the full performance of all obligations of Tenant under the Sublease and of the Lessors under the Master Lease Agreement.

(c) In addition to providing the services specifically set forth in this Section 2.1 and in Section 2.2 and elsewhere in this Agreement, the Manager shall reasonably consider and accommodate such other services as FNF may reasonably request in connection with the Property on mutually agreeable terms, and provided that such other services do not negatively affect its ability to manage the other buildings on 601 Riverside Ave. in Jacksonville, Florida.

2.2. Specific Management Services. Without limiting the generality of any other term or provision of this Agreement, the Manager shall provide the following services (the "Management Services"):

(a) Collection and Handling of Money. The Manager shall bill and direct Tenant to pay directly to FNF all Rent, including all Base Rent and Additional Rental (as such terms are defined in the Sublease) and all other additional rents and other payments due from Tenant and any sums otherwise payable to FNF with respect to the Property, unless otherwise directed by FNF.

(i) All sums collected by the Manager shall be deposited in accordance with instructions received from FNF from time to time. If required by law, the Manager shall, if applicable, establish separate accounts for holding tenants' security deposits, and funds in such accounts shall not be commingled with other funds of the Manager.

(ii) Within five business days after the end of each month, the Manager shall inform FNF of the anticipated expenses of the Property for the coming 60 days and, to the extent that FNF has not already provided the Manager with funds to cover the anticipated expenses, FNF shall remit to the Manager all amounts necessary in order to meet the anticipated expenses of the Property.

(b) Taxes. To the extent funds of FNF are available, the Manager shall duly and punctually pay all real estate taxes and assessments payable with respect to the Property. Such payment shall be made prior to the time that any penalties or interest would accrue upon such taxes or assessments. The Manager shall inform FNF of any change in the amount of real property assessments or taxes relating to the Property. The Manager shall not undertake, nor is authorized to undertake, to provide any legal services with respect to property tax abatement or eminent domain proceedings.

(c) Repairs and Maintenance. The Manager shall make all repairs and perform all maintenance on the buildings, grounds and other improvements of the Property necessary to maintain the Property in the manner required of FNF under the Master Lease Agreement and the Sublease and otherwise consistent with the same manner that Manager is repairing and maintaining the other properties on 601 Riverside Ave. Jacksonville, Florida. The Manager shall also perform or furnish any and all emergency repairs or reasonably identified services necessary for the preservation of the Property or to avoid the suspension of any service to the Property or danger to life or property. Emergency repairs or services may be made or furnished by the Manager without FNF's prior approval, but only if it is not reasonably feasible to secure such prior approval. In any event, the Manager shall, not later than five business days after performing or furnishing an emergency repair or service, notify FNF of the details and cost thereof.

(d) Service Contracts. Subject to Section 3, the Manager shall enter into, in Manager's name (unless FNF otherwise directs), agreements for the furnishing to the Property of such utility, maintenance and other services and for the acquisition of such equipment and supplies as may be necessary for the management, operation, maintenance and servicing of the Property in accordance with this Agreement and FNF's obligations under the Master Lease Agreement and the Sublease.

(e) Personnel. The Manager shall employ such personnel, as employees of the Manager and not of FNF, as may be necessary in order for the Manager to perform its obligations hereunder. All wages, salaries, fringe benefits, other salary expenses and payroll taxes with respect to said employees shall be paid by the Manager. The Manager shall comply with all laws relating to the employment of its employees, including, without limitation, those requiring workers' compensation insurance to cover all of the Manager's employees.

(f) Other Services. The Manager shall perform all other services which are normally performed in connection with the operation and management of other building on 601 Riverside Ave., Jacksonville, Florida; and specifically, without limiting the generality of the foregoing, the Manager shall perform all services required to be provided to Tenant under the terms of the Master Lease Agreement and the Sublease.

(g) Compliance with Laws and Insurance Policy Requirements. The Manager shall take such action as may be necessary to comply with all laws, rules and regulations and any and all known orders or requirements of any governmental authority having jurisdiction thereover affecting the management of the Property, including, without limitation, all laws, rules, regulations, orders and requirements relating to the use, generation, storage and disposal of hazardous wastes and materials and oil, and orders of the Board of Fire Underwriters and other similar bodies.

(h) Notices. The Manager shall promptly deliver to FNF all notices received from Tenant, any mortgagee, ground lessor, contractor, subcontractor, governmental or official entity or any other party with respect to the Property, pursuant to the Master Lease Agreement, the Sublease or otherwise. The Manager may sign and serve in the name of FNF any and all notices required in connection with the proper performance by the Manager of the services hereunder.

(i) Cooperation. The Manager shall give FNF all pertinent information and reasonable assistance in the defense or disposition of any claims, demands, suits or other legal proceedings which may be made or instituted by any third party against FNF which arise out of any matters relating to the Property, the Master Lease Agreement, the Sublease, this Agreement or the Manager's performance hereunder.

(j) Tenant Relations. The Manager shall maintain business-like relations with the Lessors and the Tenant, receive requests, complaints and the like, from the Lessors and/or the Tenant and respond and act upon the foregoing in reasonable fashion. To insure full performance by Tenant of all of its obligations under the Sublease including, without limitation, those relating to the use, generation, storage or disposal of hazardous wastes and materials and oil, the Manager shall inspect the Property periodically, and, if appropriate, shall make demands on Tenant to perform its obligations under the Sublease. The Manager shall notify Tenant of all rules, regulations, and notices as may be promulgated by FNF, governing bodies and insurance carriers. The Manager shall obtain insurance certificates from Tenant evidencing compliance with the insurance requirements under the Sublease.

(k) Inspections. The Manager shall perform periodic inspections of the Property, and report on such inspections to FNF. Such inspections shall include, without limitation, an evaluation of the compliance of the Property with all laws, rules and regulations governing the use, generation, storage and disposal of hazardous wastes and materials and oil. The Manager shall also periodically inspect the roof of the building within the Property.

(l) Disaster Recovery. The Manager shall maintain a disaster recovery program for the Property, substantially consistent with the disaster recovery program in place for the other buildings and facilities located at 601 Riverside Avenue, Jacksonville, Florida. For the avoidance of doubt, the disaster recovery program maintained by the Manager may not include a business continuity program.

(m) Response and Resolution. The Manager shall respond to and resolve any problems in connection with the services hereunder within a commercially reasonable period of

time, using response and proposed resolution times consistent with its response and resolution of such problems for itself.

2.3. Service Shortfalls and Force Majeure.

(a) Service Shortfall. If FNF provides the Manager with written notice ("Shortfall Notice") of the occurrence of any Significant Service Shortfall (as defined herein), as determined by FNF in good faith, the Manager shall rectify such Significant Service Shortfall as soon as reasonably possible. For purposes hereof, a "Significant Service Shortfall" is deemed to have occurred if the timing or quality of performance of services provided by the Manager hereunder falls below the standard required by Sections 2.1 and 2.2; provided that the Manager's obligations under this Agreement shall be relieved to the extent, and for the duration of, any force majeure event as set forth in Section 2.3(b).

(b) Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, hurricanes, tornadoes, nuclear accidents, floods, strikes, terrorism and power blackouts. Upon the occurrence of a condition described in this Section 2.3(b), the Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon equitable, reasonable action to minimize the impact, on both Parties, of such conditions.

3. Approval of Contracts. The Manager may enter into on behalf of FNF any contract or agreement for equipment, supplies, services or any other item in the ordinary course of the management, operation, maintenance and servicing of the Property, such as, for example, involving the provision of utility, maintenance or other services or the furnishing of services to Tenant in the Property; provided, however, if any such contract involves a term of five (5) years or more or the expenditure or obligation on the part of FNF is in excess of $500,000 in the aggregate, then FNF upon written direction may require the Manager to first obtain and submit to FNF three competitive, written bids for the performance or furnishing of the same, and FNF shall have approved the awarding of such contract or agreement. All service contracts with a term of five (5) years or more shall contain a provision permitting FNF to terminate such contracts in the event FNF sells or transfers all or any portion of FNF's interest in the Property.

4. Insurance.

4.1. Damage to Property. The Manager shall cause to be maintained the following insurance against property damage to the Property:

(a) All-risk coverage in an amount equal to full replacement cost, with an agreed amount endorsement or a waiver of co-insurance.

(b) Boiler and machinery insurance, if required, and flood and earthquake insurance, if available, in each case in amounts not less than ten percent (10%) of value or as may otherwise be required by FNF.

(c) Building ordinance, demolition and increased cost of construction coverages.

(d) Any additional insurance coverage required to be carried by FNF under the Master Lease Agreement or the Sublease or by any lender making a loan relating to the Property.

All of such insurance may be provided under a blanket policy, provided that such blanket policy will, in all events, provide FNF the protection against loss specified above. The insurance coverages required under this Section 4.1 shall in no event provide for deductibles in excess of $100,000 per occurrence, without the approval of FNF.

4.2. Loss of Use of Property. The Manager shall maintain insurance against loss of rental income from the Property (or business interruption insurance, if applicable) which shall meet the following requirements:

(i) The amount of such insurance shall equal the maximum actual loss which might be sustained if the Property were totally destroyed, but in no event less than the maximum Tenant economic obligations for a twelve-month period, less a deductible as may be approved by FNF.

(ii) Such insurance shall include extra expense coverage, if applicable.

(iii) Such insurance shall provide coverage against the perils insured against under Section 4.1.

(iv) Such insurance shall contain an agreed amount endorsement or a waiver of co-insurance as specified by FNF.

4.3. Liability Coverages. The Manager shall maintain, or cause to be maintained, liability insurance coverages relating to the Property as follows:

(i) Comprehensive, broad form general liability insurance, in an amount not less than $1,000,000, combined single limit.

(ii) Liability insurance for owned, hired or non-owned vehicles, in an amount not less than $1,000,000, combined single limit.

(iii) Workers' compensation, as required by law, and employer's liability insurance in an amount not less than $1,000,000.

(iv) The Manager shall maintain umbrella, or excess liability, coverage, in an amount not less than $5,000,000. Such insurance shall be in excess of all liability coverages required in the above subsections and maintained by the Manager.

(v) Such additional insurance against other risks of loss to the Property as, from time to time, may be required by any lender making a loan relating to the Property or which may be deemed desirable by FNF or be required by law.

All liability insurance policies shall be written on an occurrence basis. The required coverages may be provided by a blanket, multi-location policy, if such policy provides a separate aggregate limit per occurrence for the benefit of the Property.

4.4. Fidelity Insurance. Employees of the Manager who handle or are responsible for funds of FNF shall be covered by fidelity insurance in an amount not less than $500,000.

4.5. General Requirements.

(a) Required Provisions. All insurance policies required this Section 4 shall (i) name FNF as named insureds, (ii) provide that any proceeds shall be paid to FNF, or to the Lessors pursuant to a mortgage endorsement if required by the Lessors, (iii) be issued by an insurer and be in a form and contain terms, all as approved by FNF, (iv) provide that such policies shall not be cancelled without at least 30 days' prior written notice to FNF.

(b) Rating. All insurers providing the coverages specified in this Section 4 shall be rated A-IX or better by Best's or such higher rating as may be required by the Lessors under the Master Lease Agreement.

(c) Certificates of Insurance. The Manager shall provide FNF with certificates evidencing the insurance coverages required by this Section 4 prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance. Each certificate shall state that at least 30 days' notice shall be given to FNF and prior to the amendment, termination or cancellation of any policy evidenced thereby. Replacement certificates shall be sent to FNF as policies are renewed, replaced or modified.

(d) Investigation of Claims. The Manager shall promptly investigate and make a full, timely, written report to any insurance company providing coverage, with a copy to FNF, of all accidents, claims, or damage relating to the ownership, operation and maintenance of the Property, any damage or destruction to the Property and the estimated cost of repair thereof, and shall prepare any and all further reports required by any such insurance company in connection therewith. The Manager shall have no right to settle any claims, demands or liabilities, whether or not covered by insurance, exceeding $100,000, without the prior written consent of FNF.

5. Records and Reports.

5.1. Records. The Manager shall maintain a comprehensive system of office records, books and accounts, which if dedicated to the Property shall be the property of FNF. FNF and its representatives shall, at all times, have access to and the ability to copy such records, books, and accounts and to all vouchers, files and all other materials pertaining to the Property and this Agreement, all of which the Manager agrees to keep safe, available and separate from any records not relating to the Property. The Manager will cooperate with and give reasonable assistance to any accountant or other person designated by FNF to examine such records.

5.2. Semi-Annual Reports. On a semi-annual basis, the Manager shall provide FNF with the following reports for the preceding six months for the Property as a whole.

(a) Accounting Reports. A balance sheet as of the end of the preceding quarter and any other statements reasonably requested by FNF.

(b) Variance Reports. Reports providing details of and discussing any positive or negative variances in excess of the greater of (i) 10% from the annual budget for total expenses of the Property for the preceding six months or (ii) $250,000 over the annual budget allocable to FNF for the preceding six months. In addition, if it is expected that any such positive or negative variance will continue or if a positive or negative variance of such magnitude in any revenue expense or capital expenditure line item is anticipated, details shall be provided and discussed.

(c) Capital Expenditure Reports. Reports providing details of capital expenditures for the preceding six months and for the remainder of the calendar year, itemized by type of capital expenditure.

(d) Forecast. If requested by FNF, the Manager shall provide a statement setting forth in detail, as requested by FNF, the estimated FNF revenues, expenses, capital expenditures with respect to the Property, on a cash basis, for each of the remaining quarters of the calendar year. The Manager shall also set forth on a semi-annual basis the estimated cash flow to FNF.

(e) Book and Tax Projections. If requested by FNF, the Manager shall consult with FNF's accountant regarding projections of the current year's net income or loss on a tax basis, together with statements supporting the calculation of these protections.

5.3. Annual Reports. Within 90 days after the end of each calendar year, the Manager shall deliver to FNF profit and loss statements showing all revenues, expenses and the results of operations for the immediately preceding year, and a balance sheet of the development as of the end of such year in accordance with generally accepted accounting principles.

5.4. Annual Management Plan. No later than December 1st of each year, or such other date specified in a written notice from FNF to the Manager, the Manager shall submit to FNF, for FNF's written approval, proposed budgets and operating plans (the "Annual Management Plan") for the Property, setting forth in such detail as may be requested by FNF the estimated expense of the Property for the next fiscal year, including, without limitation, the amount of real estate taxes, assessments, and maintenance and other expenses relating to the Property, whether for operations or capital improvements, and a description of the services to be provided hereunder by the Manager during next fiscal year. The Manager shall provide such other financial data and other information as may reasonably be requested by FNF. FNF reserves the right to reject, amend or modify the Annual Management Plans as FNF may reasonably deem appropriate.

6. Compensation for Services.

6.1. Management Fee. FNF shall pay to the Manager as compensation for the services hereunder an annual management (the "Management Fee"), equal to $20.19 per rentable square foot per annum, payable in arrears and paid in monthly installments of $440,034.31 on the fifteenth (15th) day of each calendar month at such place as FNF may direct, as and to the extent

collected from Tenant's monthly installments of Rent, Base Rent or Additional Rental. The Management Fee is intended fully to compensate the Manager for the services provided under this Agreement.

6.2. Monthly Statements. Within 30 days after the end of each calendar month, the Manager shall prepare and deliver to FNF a monthly summary statement (each a "Monthly Property Management Cost Summary Statement") setting forth all of the costs owing by FNF to the Manager. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, all Monthly Property Management Cost Summary Statements required hereunder shall be incorporated into and be a part of the respective Monthly Summary Statement referred to in the Amended and Restated Corporate Services Agreement dated as of October 23, 2006 (the "CSA") between FNF and FIS, and in the Amended and Restated Reverse Corporate Services Agreement dated as of October 23, 2006 (the "RCSA") between FIS and FNF. The parties contemplate that (i) one Monthly Summary Statement will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to FIS and its subsidiaries under all agreements between FNF and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, incurred during the preceding calendar month, (ii) one Monthly Summary Statement will be prepared by FIS with respect to all expenses, costs and fees attributable or allocable to FNF and its subsidiaries under all agreements between FIS and/or its subsidiaries, on the one hand, and FNF and/or its subsidiaries, on the other, incurred during the preceding calendar month, and (iii) FNF (on behalf of itself and its subsidiaries) and FIS (on behalf of itself and its subsidiaries) will offset the amounts owing, as shown on the Monthly Summary Statements for the same month, so that the net amount owing from the applicable party can be determined. The Parties further contemplate that the net amount owing under the Monthly Summary Statements, including without limitation, the net amount owing with respect to the costs owing under this Agreement, shall be paid in full by the applicable party within ten (10) business days after presentation of each of the Monthly Summary Statements for each month, all in accordance with and subject to the terms and conditions set forth in the CSA and the RCSA.

7. Expenses.

7.1. Expense of FNF. All payments made or expenses incurred by the Manager in the performance of the services hereunder shall be paid or reimbursed by FNF, as more fully described in Schedule A.

7.2. Payment by the Manager. The Manager shall make all payments required of FNF under Section 2.2.(b) of this Agreement, and all payments for real property taxes, repairs and maintenance costs incurred and equipment and supply purchases made in accordance with this Agreement, and under contracts existing prior to the effective date of this Agreement or approved or authorized pursuant to this Agreement, but only if such payments will not cause the annual expenditure to exceed the approved budget (as set forth in the Annual Management Plan) by 5% or more, in which event Manager shall not make such payment without FNF's prior consent; provided, however, that the Manager shall notify FNF of any annual expenditure which exceeds the approved budget for such line item prior to making any such expenditure. However, in the case of casualty, breakdown in machinery or other similar emergency, the Manager may make payments for repairs, maintenance, equipment or supplies in excess of such authorization

amounts if, in the reasonable opinion of the Manager, emergency action prior to written approval is necessary to prevent additional damage or a greater total expenditure, to protect the Property from damage or to prevent a default on the part of FNF under the Master Lease Agreement or the Sublease or under a mortgage affecting the Property.

7.3. Source of Payment. Any authorized payments made by the Manager on behalf of FNF shall be made out of such funds as the Manager may from time to time hold for the account of FNF or as may be provided by FNF. FNF shall maintain in the bank account or accounts maintained by the Manager pursuant to this Agreement an amount sufficient to enable the Manager to perform its duties hereunder, and the Manager shall notify FNF, in advance, of any foreseeable deficiency of the funds in such accounts. If the Manager shall voluntarily advance for FNF's account any amount for the payment of any authorized expenses, FNF shall, upon notice from the Manager, promptly reimburse the Manager therefor, without interest.

8. Limitation of Liability

8.1. LIMITATION OF LIABILITY. THE LIABILITY OF EITHER PARTY FOR A CLAIM ASSERTED BY THE OTHER PARTY BASED ON BREACH OF ANY COVENANT, AGREEMENT OR UNDERTAKING REQUIRED BY THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAYABLE BY FNF TO THE MANAGER DURING THE ONE (1) YEAR PERIOD PRECEDING THE BREACH UNDER THIS AGREEMENT; PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY IN RESPECT OF ANY CLAIMS BASED ON A PARTY'S (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, (iii) IMPROPER USE OR DISCLOSURE OF CUSTOMER INFORMATION, (iv) VIOLATIONS OF LAW, OR (v) INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A PERSON OR ENTITY WHO IS NOT A PARTY HERETO OR THE SUBSIDIARY OR AFFILIATE OF A PARTY HERETO.

8.2. DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER; PROVIDED, HOWEVER, THAT TO THE EXTENT AN INDEMNIFIED PARTY UNDER SECTION 9 IS REQUIRED TO PAY ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS TO A PERSON OR ENTITY WHO IS NOT A PARTY OR A SUBSIDIARY OR AFFILIATE OF THE INDEMNIFIED PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, SUCH DAMAGES WILL CONSTITUTE DIRECT DAMAGES AND WILL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN THIS SECTION 8.

9. Indemnification.

9.1. Indemnification Obligations. Subject to Section 8, FNF will indemnify, defend and hold harmless the Manager (and its Subsidiaries), each of their respective past and present directors, officers, employees, agents, consultants, advisors, accountants and attorneys ("Representatives"), and each of their respective successors and assigns (collectively, the "Manager Indemnified Parties") from and against any and all Damages (as defined below) incurred or suffered by the Manager Indemnified Parties arising or resulting from the provision of services hereunder, which Damages shall be reduced to the extent of:

(i) Damages caused or contributed to by the Manager's negligence, willful misconduct or violation or law; or

(ii) Damages caused or contributed to by a breach of this Agreement by the Manager.

"Damages" means, subject to Section 8 hereof, all losses, claims, demands, damages, liabilities, judgments, dues, penalties, assessments, fines (civil, criminal or administrative), costs, liens, forfeitures, settlements, fees or expenses (including reasonable attorneys' fees and expenses and any other expenses reasonably incurred in connection with investigating, prosecuting or defending a claim or Action).

9.2. Limitation of Indemnification Liability. Except as set forth in this Section 9.2, the Manager will have no liability to FNF for or in connection with any of the services rendered hereunder or for any actions or omissions of the Manager in connection with the provision of any services hereunder. Subject to the provisions hereof and subject to Section 8, the Manager will indemnify, defend and hold harmless FNF, each Subsidiary and Affiliate of FNF, each of their respective past and present Representatives, and each of their respective successors and assigns (collectively, the "FNF Indemnified Parties") from and against any and all Damages incurred or suffered by the FNF Indemnified Parties arising or resulting from either of the following:

(i) any claim that the Manager's use of the software or other intellectual property used to provide the services, or any results and proceeds of such services, infringes, misappropriates or otherwise violates any United States patent, copyright, trademark, trade secret or other intellectual property rights; provided, that such intellectual property indemnity shall not apply to the extent that any such claim arises out of any modification to such software or other intellectual property made by FNF without the Manager's authorization or participation, or

(ii) the Manager's gross negligence, willful misconduct, improper use or disclosure of customer information or violations of law;

provided, that in each of the cases described in subclauses (i) and (ii) above, the amount of Damages incurred or sustained by FNF shall be reduced to the extent such Damages shall have been caused or contributed to by any action or omission of FNF in amounts equal to FNF's equitable share of such Damages, determined in accordance with its relative culpability for such Damages or the relative fault of FNF or its Subsidiaries.

9.3. Indemnification Procedures.

(a) Claim Notice. A Party that seeks indemnity under this Section 9 (an "Indemnified Party") will give written notice (a "Claim Notice") to the Party from whom indemnification is sought (an "Indemnifying Party"), whether the Damages sought arise from matters solely between the Parties or from Third Party Claims. The Claim Notice must contain (i) a description and, if known, estimated amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of facts then known by the Indemnified Party, and (iii) a demand for payment of those Damages. No delay or deficiency on

the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure.

(b) Response to Notice of Claim. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either: (i) agree that the Indemnified Party is entitled to receive all of the Claimed Amount and, in which case, the Indemnifying Party will pay the Claimed Amount in accordance with a payment and distribution method reasonably acceptable to the Indemnified Party; or (ii) dispute that the Indemnified Party is entitled to receive all or any portion of the Claimed Amount, in which case, the Parties will resort to the dispute resolution procedures set forth in Section 11.

(c) Contested Claims. In the event that the Indemnifying Party disputes the Claimed Amount, as soon as practicable but in no event later than ten (10) days after the receipt of the notice referenced in Section 9.3(b)(ii) hereof, the Parties will begin the process to resolve the matter in accordance with the dispute resolution provisions of Section 11. Upon ultimate resolution thereof, the Parties will take such actions as are reasonably necessary to comply with such agreement or instructions.

(d) Third Party Claims.

(i) In the event that the Indemnified Party receives notice or otherwise learns of the assertion by a person or entity who is not a Party hereto or a Subsidiary or Affiliate of a Party hereto of any claim or the commencement of any action (a "Third-Party Claim") with respect to which the Indemnifying Party may be obligated to provide indemnification under this Section 9, the Indemnified Party will give written notification to the Indemnifying Party of the Third-Party Claim. Such notification will be given within fifteen (15) days after receipt by the Indemnified Party of notice of such Third-Party Claim, will be accompanied by reasonable supporting documentation submitted by such third party (to the extent then in the possession of the Indemnified Party) and will describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third-Party Claim and the amount of the claimed Damages; provided, however, that no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any liability for Damages or obligation hereunder except to the extent of any Damages caused by or arising out of such failure. Within twenty (20) days after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. During any period in which the Indemnifying Party has not so assumed control of such defense, the Indemnified Party will control such defense.

(ii) The Party not controlling such defense (the "Non-controlling Party") may participate therein at its own expense.

(iii) The Party controlling such defense (the "Controlling Party") will keep the Non-controlling Party reasonably advised of the status of such Third-Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling

Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such Information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such Party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist the Controlling Party in the defense of such Third-Party Claim.

(iv) The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if (A) the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or judgment, and (B) such settlement or judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed.

10. Term and Termination.

10.1. Term. The term of this Agreement commenced on the date hereof, and shall continue through December 31, 2007, and for successive periods of one year thereafter, unless terminated pursuant to Sections 10.2 or 10.3 of this Agreement.

10.2. Termination by FNF.

(a) For Cause. FNF may terminate this Agreement, upon receipt by the Manager of 30 days' prior written notice of FNF's election to do so, if:

(i) in FNF's reasonable judgment, the Manager has not managed the Property in accordance with the provisions of Sections 2.1 and 2.2 above, or has otherwise defaulted in the performance of its obligations hereunder, and has not remedied or cured the facts giving rise to FNF's right to terminate under this subsection within thirty days after receipt of written notice from FNF specifying such facts;

(ii) a receiver, liquidator or trustee of the Manager shall be appointed by court order, or a petition to liquidate or reorganize the Manager shall be filed against the Manager under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within 60 days, or the Manager shall file a petition in bankruptcy or request a reorganization under any provision of the bankruptcy, reorganization or insolvency laws, or if the Manager shall make an assignment for the benefit of its creditors, or if the Manager is adjudicated a bankrupt;

(iii) there is any damage or destruction to the Property and FNF elects not to rebuild or restore the Property, or there is a taking by condemnation, or similar proceeding, of a substantial portion of the Property; or

(iv) FNF shall, at any time, sell or otherwise transfer all or any portion of its interest in the Property.

(b) Without Cause. Upon 90 days' prior written notice to the Manager, FNF may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

10.3. Termination by the Manager.

(a) For Cause. The Manager may terminate this Agreement, by 60 days' prior written notice to FNF, if FNF has defaulted in its obligations hereunder, and has not cured such default within 30 days after receipt of written notice from the Manager specifying such default.

(b) Without Cause. Upon 90 days' prior written notice to FNF, the Manager may terminate this Agreement at any time, in its sole discretion, without cause of any kind.

10.4. Manager's Obligations after Termination. Upon the expiration or termination of this Agreement pursuant to Section 10.2 or 10.3, the Manager shall:

(a) deliver to FNF, or to such other person or persons designated by FNF, copies of all dedicated books and records of the Property and all funds in the possession of the Manager belonging to FNF or received by the Manager pursuant to the terms of this Agreement;

(b) deliver to FNF any and all funds of FNF on hand or in any bank account, including all security deposits of tenants, if not previously delivered to FNF, less any unpaid compensation due to the Manager pursuant to this Agreement, and less any other reimbursements due to the Manager under this Agreement;

(c) deliver to FNF, as received, any funds due to FNF under this Agreement but received after such termination;

(d) deliver to FNF all materials, supplies, keys, contracts, documents, plans, specifications, promotional materials and other materials dedicated to the Property; and

(e) assign, transfer or convey to such person or persons all service contracts and personal property dedicated to or used exclusively in the operation and maintenance of the Property, except any personal property which was paid for and is owned by the Manager. The Manager shall, at its cost and expense, remove all signs that it may have placed at the Property indicating that it is the Manager of the Property and repair and restore any damage resulting therefrom. The Manager shall also, for a period of 90 days after such expiration or termination, make itself available to consult with and advise FNF, or such other person or persons designated by FNF, regarding the operation and maintenance of the Property.

The Manager shall be reimbursed for all actual costs and out of pocket expenses incurred by it in connection with any such termination and the transition to a new manager for the Property, provided that the Manager shall use its reasonable commercial efforts to mitigate such costs and expenses.

11. Dispute Resolution.

11.1. Amicable Resolution. The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement (including, without limitation, the standards of performance, delay of performance or non-performance of obligations, or payment or non-payment of fees hereunder), then the Dispute, upon written request of either Party, will be referred for resolution to the president (or similar position) of the division implicated by the matter for each Party, which presidents will have fifteen (15) days to resolve such Dispute. If the presidents of the relevant divisions for each Party do not agree to a resolution of such Dispute within fifteen (15) days after the reference of the matter to them, such presidents of the relevant divisions will refer such matter to the president of each Party for final resolution. Notwithstanding anything to the contrary in this Section 11, any amendment to the terms of this Agreement may only be effected in accordance with Section 12.6.

11.2. Arbitration. In the event that the Dispute is not resolved in a friendly manner as set forth in Section 11.1, either Party involved in the Dispute may submit the dispute to binding arbitration pursuant to this Section 11.2. All Disputes submitted to arbitration pursuant to this Section 11.2 shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator within thirty (30) days after notice of commencement of arbitration, the American Arbitration Association shall, upon the request of either Party to the Dispute, appoint 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 either Party to the Dispute in any court having jurisdiction over the subject matter or over either Party. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. 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.

11.3. Non-Exclusive Remedy. Nothing in this Section 11 will prevent either Party from immediately seeking injunctive or interim relief in the event (i) of any actual or threatened breach of confidentiality or (ii) that the Dispute relates to, or involves a claim of, actual or threatened infringement of intellectual property. All such actions for injunctive or interim relief shall be brought in a court of competent jurisdiction. Such remedy shall not be deemed to be the

exclusive remedy for breach of this Agreement, and further remedies may be pursued in accordance with Section 11.1 and Section 11.2 above.

11.4. Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries or Affiliates, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 11 or otherwise, and each Party will cause its respective Affiliates not to commence any dispute resolution procedure other than through such Party as provided in this Section 11.

11.5. Compensation. FNF shall continue to make all payments due and owing under Section 6 for services not the subject of a Dispute and shall not off-set such fees by the amount of fees that are the subject of the Dispute.

12. Miscellaneous.

12.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to the conflicts of laws provisions thereof.

12.2. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument.

12.3. Successors, Assigns and Affiliates. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns and affiliates. This Agreement is a contract for the personal services of the Manager, and the Manager may not assign this Agreement without FNF's prior written approval, which may be withheld in the sole discretion of FNF.

12.4. Notices. Any notice or other communication to be given or made under this Agreement ("Notice") shall be in writing and shall be deemed received (i) when delivered personally, (ii) when sent by facsimile, if confirmed by overnight courier service delivered the next day, (iii) on the third business day following the sending thereof by overnight courier service, or (iv) on the third business day following the sending thereof by registered or certified mail, return receipt requested. All Notices shall be addressed to the addresses of the Party, or sent by facsimile to their facsimile numbers, as set forth on the signature pages hereof.

12.5. Entire Agreement. This Agreement contains the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect thereto.

12.6. Amendments, Consents and Approvals. This Agreement may be amended only by an instrument in writing agreed to by each of the Parties hereto. To be effective, consents and approvals must be in writing.

12.7. No Waiver. The failure of FNF to seek redress for breach, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement, shall not constitute a waiver thereof, and FNF shall have all remedies provided herein and by

applicable law with respect to any subsequent act which would have originally constituted a breach.

12.8. No Agency. The Manager is an independent contractor and, as such, shall be solely responsible for all of its employees, for the supervision of all persons performing services in connection with the performance of all of FNF's obligations relating to the maintenance and operation of the Property, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish the Manager as an agent of FNF, or to create a joint venture or partnership between the Manager and FNF.

12.9. Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the merger under the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 12, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Fidelity National Financial, Inc. and FIS, is effective and the transactions contemplated thereby are consummated.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first set forth above.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
---
Anthony J. Park
Executive Vice President and
Chief Financial Officer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Executive Vice President - Legal

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

EXHIBIT 99.4

Execution Version

# SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease"), dated as of October 23, 2006, is by and between FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." (together with its subsidiaries, affiliates, successors and assigns, collectively "FNF" or "Sublessor"), and FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation ("FIS" or "Sublessee"). FNF and FIS are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, Sublessor is the successor party to a synthetic lease financing arrangement for the office building known as "Building V" located at 601 Riverside Avenue, Jacksonville, Florida, as set forth on various documents dated on our about June 29, 2004, including the Master Lease Agreement, dated as of June 29, 2004, and the Master Agreement dated as of June 29, 2004, as amended by the First Omnibus Amendment dated as of November 5, 2004, the First Amendment to Master Agreement dated as of September 24, 2004, the Second Omnibus Amendment dated as of February 15, 2005, the Third Omnibus Amendment dated as of December 2, 2005, the Waiver Amendment to Operative Documents dated as of April 2005, and the Fourth Omnibus Amendment dated as of March 16, 2006 (as amended, the "Master Lease Agreement"), all among FNF, as lessee, SunTrust Equity Funding, LLC, as lessor, certain financial institutions parties thereto, as lenders, and SunTrust Bank, as agent; and

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Fidelity National Financial, Inc., a Delaware corporation ("Old FNF"), and FNF, and the consummation of the transactions contemplated by that certain the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, the Parties have agreed to enter into this Sublease, effective as of the consummation of the Asset Contribution (as defined in the Distribution Agreement);

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

## 1. PREMISES.

1.1 INITIAL PREMISES. Sublessor hereby subleases to Sublessee office space (collectively, the "Premises") located on various floors in the building generally designated as "Building V", as well as the parking garage and the real property that is subject to that certain synthetic lease financing arrangement, as set forth on various documents dated on our about June 29, 2004, including the Master Lease Agreement, dated as of June 29, 2004, and the Master Agreement dated as of June 29, 2004, as amended by the First Omnibus Amendment dated as of

November 5, 2004, the First Amendment to Master Agreement dated as of September 24, 2004, the Second Omnibus Amendment dated as of February 15, 2005, the Third Omnibus Amendment dated as of December 2, 2005, the Waiver Amendment to Operative Documents dated as of April 2005, and the Fourth Omnibus Amendment dated as of March 16, 2006, all among FNF, as lessee, SunTrust Equity Funding, LLC, as lessor, certain financial institutions parties thereto, as lenders, and SunTrust Bank, as agent (collectively, the "Synthetic Lease"), from time to time that are part of the corporate campus located at 601 Riverside Avenue, Jacksonville, Florida but specifically excluding Buildings I, II, III, and IV and the real property not subject to the Synthetic Lease (collectively, the "Corporate Campus"). The parties further acknowledge and agree that, initially hereunder, the Premises constitute 180,818 rentable square feet representing approximately 69% ("Sublessee's Share") (including a load fact of 45%for common/shared space) of the 261,536 rentable square feet of space in Building V, it being understood that the parties anticipate that Sublessee's Share shall fluctuate and change as and when the rentable square feet of space allocated and leased to Sublessee hereunder changes.

1.2 REALLOCATIONS OF SPACE. Notwithstanding any other provision herein or in any other agreement or instrument to the contrary, the parties understand and acknowledge that Sublessor and Sublessee anticipate that there will be reallocations of office space among Sublessor and Sublessee, including one or more reallocations during calendar year 2007. The parties hereby agree that Sublessee's Share may, by mutual agreement, increase or decrease from time to time during the term of this Sublease, in which case the parties shall memorialize the changes in (i) rentable square footage of the Premises, (ii) Sublessee's Share and (iii) monthly Base Rent. In such event, Sublessee's Base Rent and Additional Rent shall be re-calculated based on the rentable square foot subleased and allocated to Sublessee, determined as a percentage of the total rentable square foot of office space available at the Corporate Campus.

2. TERM. The initial term of this Sublease ("Initial Term") shall commence on the date hereof ("Commencement Date") and terminate on December 31, 2007.

3. RENT.

3.1 BASE RENT. Sublessee shall pay to Sublessor base rent ("Base Rent"), at an annual rate of $31.71 per rentable square foot, in equal monthly installments of $347,321.25 without prior notice or demand, in advance, on the first day of each calendar month at such place as Sublessor may direct, in writing. If the Term commences on a day other than the first day of a calendar month, Sublessee shall pay to Sublessor, on or before the Commencement Date of the Term, a pro rata portion of the monthly installment of Base Rent, such pro rata portion to be based on the actual number of calendar days remaining in such partial month after the Commencement Date of the Term. If the Term shall expire on other than the last day of a calendar month, such monthly installment of Base Rent shall be prorated for each calendar day of such partial month. If any portion of Base Rent or other sum payable to Sublessor hereunder shall be due and unpaid for more than fifteen (15) days after written notice from Sublessor to Sublessee that such payment has not been received, it shall thereafter bear interest at a rate equal to twelve percent (12%) per annum (the "Default Rate").

3.2 ADDITIONAL RENT. In addition to paying Base Rent, for each calendar year commencing with calendar year 2006, Sublessee shall pay as additional rent ("Additional Rent"

and, together with Base Rent, collectively, the "Rent") Sublessee's Share of Sublessor's reasonable estimate of operating expenses for the entire Corporate Campus ("Operating Expenses") that are in excess of the Operating Expenses applicable to the 2006 base year (the "Base Year"), which for the purposes of this Sublease, the Sublessee's Share of Operating Expenses in the Base Year are $23.05 per rentable square foot per year. Sublessor reasonably estimates Sublessee's Additional Rent for the calendar year 2006 is $8.66 per rentable square foot per year or $130,490.33 per month, which when combined with the Base Rent shall result in a monthly Rent payment of $477,811.58, which is equal to $31.71 per rentable square foot per year for 2006. Commencing January 1, 2005, and otherwise as set forth herein, Sublessee shall pay Additional Rent at the same times and in the same manner as Base Rent. Sublessor shall adjust Additional Rent on an annual basis in 2006 and 2007 based on the same above principles. Sublessee shall be liable to Sublessor for the entire cost (as opposed to Sublessee's Share) of Sublessor's costs of providing any services or materials exclusively to Sublessee.

3.2.1 Calculation and Payment. Sublessor shall deliver to Sublessee on or before the first day of March following the end of each year following the Base Year (an "Expense Year") a statement setting forth (i) the amount Sublessee paid as Rent for the applicable Expense Year, and (ii) the actual amount of Sublessee's Share of Operating Expenses for the applicable Expense Year. If the amount Sublessee paid as Rent for the applicable Expense Year exceeds the actual amount of Sublessee's Share of Operating Expenses for the applicable Expense Year, then Sublessor shall credit such difference on Sublessee's next payment(s) of Rent. If the amount Sublessee paid as Rent for the applicable Expense Year was less than the actual amount of Sublessee's Share of Operating Expenses for the applicable Expense Year, then Sublessee shall pay such difference as Additional Rent to Sublessor on Sublessee's next payment of Rent. Sublessor's failure to furnish such statement for any Expense Year in a timely manner shall not prejudice Sublessor from enforcing its rights hereunder. Even if the Sublease term has expired and Sublessee has vacated the Premises, if an excess or shortfall exists when the final determination is made, Sublessee shall immediately pay or receive a credit of such excess or shortfall.

3.2.2 Items Included in Operating Expenses. Except as otherwise set forth herein, the term "Operating Expenses" includes all expenses, costs, and amounts of every kind that Sublessor pays or incurs during any Expense Year because of or in connection with the ownership, operation, management, maintenance, or repair of the Corporate Campus (including the buildings thereon), including:

3.2.2.1 Tax expenses (except for excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Sublessor's general or net income;

3.2.2.2 The cost of supplying utilities;

3.2.2.3 The cost of operating, managing, maintaining, and repairing utility, mechanical, sanitary, storm drainage, and elevators;

3.2.2.4 The cost of supplies and tools and of equipment, maintenance, and service contracts in connection with those systems;

3.2.2.5 The cost of providing telephone-related telecommunications services and equipment;

3.2.2.6 The cost of providing mail delivery services;

3.2.2.7 The cost of landscaping;

3.2.2.8 The cost of licenses, certificates, permits and inspections;

3.2.2.9 The cost of contesting the validity or applicability of government enactments that may affect the Operating Expenses;

3.2.2.10 The costs incurred in connection with the implementation and operation of a transportation program, if any;

3.2.2.11 The cost of insurance carried by Sublessor in amounts reasonably determined by Sublessor;

3.2.2.12 The cost of parking area maintenance, repair, and restoration, including resurfacing, repainting, restriping, and cleaning;

3.2.2.13 The cost of providing security in and around the Corporate Campus (including security for the buildings on the Corporate Campus), including but not limited to the installation, operation, and maintenance of security equipment and the wages, salaries, and other compensation and benefits of all persons engaged in providing security in and around the Corporate Campus;

3.2.2.14 The cost of building depreciation and common area furniture, fixtures, and equipment amortized over the useful life of such items including, but not limited to, such items located in the lobbies of the buildings and the corporate gym and cafeteria located on the ground floor of the buildings; and

3.2.2.15 Subject to the provisions of Section 3.2.3, below, the cost of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles consistently applied or otherwise ("Capital Items") amortized over the useful life of such items, including financing costs, if any, incurred by Sublessor after the effective date of the Sublease for any capital improvements installed or paid for by Sublessor.

3.2.2.16 Any other costs of the Sublessor included in the calculation of Operating Expenses for that calendar year and not otherwise specifically identified herein.

3.2.3 Items Excluded from Operating Expenses. Sublessor and Sublessee hereby expressly acknowledge and agree that the following items shall be excluded from the calculation of Operating Expense items:

3.2.3.1 Repairs or other work occasioned by the exercise of right of eminent domain;

3.2.3.2 Leasing commissions, attorneys' fees, costs and disbursements and other expenses, all of which are incurred in the connection with negotiations or disputes with sublessees, other occupants or prospective tenants;

3.2.3.3 Renovating or otherwise improving or decorating, painting or redecorating leased space for tenants or other occupants or vacant tenant space, other than ordinary maintenance provided to all tenants, except in all common areas;

3.2.3.4 Sublessor's costs of electricity and other services sold separately to tenants for which Sublessor is entitled to be reimbursed by such tenants as an additional charge over and above the base rent and operating expense or other rental adjustments payable under the Sublease with such tenant, and domestic water submetered and separately billed to tenants;

3.2.3.5 Expenses in connection with services or other benefits of a type which Sublessee is not entitled to receive under the Sublease but which are provided to another tenant or occupant;

3.2.3.6 Cost incurred due to violation by Sublessor or any tenant of the terms and conditions of any Sublease;

3.2.3.7 Interest on debt or amortization payments on any mortgage or mortgages and under any ground or underlying leases or lease with respect to the Premises;

3.2.3.8 Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Sublessor;

3.2.3.9 Any particular items and services for which Sublessee otherwise reimburses Sublessor by direct payment over and above Base Rent and Operating Expense adjustment, including but not limited to any services covered in any transition services agreement such as data management services, interexchange services (i.e., private line, paging, cellular), corporate voicemail, and electronic messaging services (i.e., Exchange 2000, Active directory, and SMTP routing and support);

3.2.3.10 Advertising and promotional expenditures;

3.2.3.11 Any expenses for which Sublessor is compensated through proceeds of insurance;

3.2.3.12 Any and all costs arising from the release of hazardous materials or substances (as defined by applicable laws in effect on the date the Sublease is executed) in or about the Premises, the Corporate Campus (including the buildings thereon), or the Land in violation of applicable law including, without limitation, hazardous substances in the ground water or soil, not placed by Sublessee in the Premises, the buildings on the Corporate Campus, or the land on which the Corporate Campus is situated;

3.2.3.13 Costs incurred in connection with upgrading the Corporate Campus (including the buildings) to comply with violations of disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the effective date of the Sublease, including, without limitation, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) ("ADA") and any penalties or damages incurred due to such non-compliance; provided, however, Sublessee shall pay Sublessee's share of the amortized costs incurred by Sublessor to comply with ADA violations cited during the term of this Sublease; and provided further however, Sublessee shall bear one hundred percent (100%) of the costs associated with ADA violations cited with respect to alterations made by Sublessee;

3.2.3.14 Any and all costs associated with the maintenance and operation of the data center located on the Corporate Campus provided, however, that Sublessee shall pay Sublessee's Share of landscaping and parking costs associated with such data center; and

3.2.3.15 Any and all costs associated with the telephone switch space leased by Sublessor to Alltel Corporation, provided, however, that Sublessee shall pay Sublessee's Share of landscaping and parking costs associated with such space.

3.2.4 Cost Allocation Agreement. Without limiting the foregoing or any other provision of this Sublease, the Parties agree that they may from time to time enter into cost allocation agreements or other contractual arrangements with respect to the allocation of the operating costs of the buildings on the Corporate Campus as between Sublessor, Sublessee, and/or other parties.

3.3 AUDIT. Sublessee shall have the right at all reasonable times within sixty (60) days after Sublessor has provided Sublessee with a statement of the actual Operating Expenses, and at its sole expense, to audit Sublessor's books and records relating to this Sublease for that Expense Year. Should such an audit disclose a discrepancy between actual Operating Expense and what Sublessee paid for Sublessee's Share of such Operating Expenses and such discrepancy is equal to or greater than two percent (2%), Sublessor shall not only refund the discrepancy amount to Sublessee but also pay for the actual cost of such audit upon being billed therefor by Sublessee.

4. USE OF PREMISES. Sublessee shall have the right to use and occupy the Premises for the purpose of general office. Sublessor covenants and agrees that throughout the term of this Sublease, Sublessee shall be entitled to a reasonable number of parking spaces for its employees, customers and visitors.

5. QUIET ENJOYMENT. Sublessor warrants to Sublessee that Sublessor is the owner of the Premises and the buildings that the Premises are located in on the Corporate Campus, and that Sublessor may rightfully enter into this Sublease. Sublessor shall protect, defend and indemnify Sublessee against any interference with Sublessee's use and quiet enjoyment of the Premises.

6. TAXES. Sublessor shall be responsible for the payment of all taxes assessed on the Premises during the Term, subject to Sublessee's obligation to reimburse Sublessor for Sublessee's Share thereof, and Sublessee shall be responsible for the payment of taxes assessed upon any of Sublessee's personal property located on the Premises. Notwithstanding any contrary provision herein, Sublessee shall pay prior to delinquency any rent tax, sales tax or service tax generated as result of this Sublease.

7. INSURANCE. Sublessee shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, "other perils" insurance, and other insurance carried by Sublessor on or with respect to the Premises. Sublessee's pro rata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be additional rental due under this Sublease. If the premiums should increase or decrease at any time, Sublessee's pro rata share and Sublessee's payments shall be appropriately adjusted.

7.1 LIABILITY INSURANCE. Sublessee and Sublessor shall each separately maintain at all times during the Initial Term and any Renewal Term and keep in force for their mutual benefit, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than $5,000,000 combined single limit. Such insurance may be covered under a blanket policy covering the Premises and other locations of Sublessee or an affiliate corporation or entity. Certificates of all policies of insurance shall be delivered to the party requesting the certificates or parties designated by the party requesting the certificates upon written request.

7.2 WAIVER OF SUBROGATION. Both Sublessee and Sublessor agree to seek a waiver of subrogation clause from their respective insurers which establishes a waiver of the insurer's subrogation against Sublessor or Sublessee as the case may be for any property loss (real/personal property or improvements/betterments) caused by the other. Any policy or policies of insurance procured by Sublessor or Sublessee, covering direct or indirect property loss, shall include a waiver of subrogation clause in favor of the other party as the case may be.

8. UTILITIES. Sublessor and Sublessee agree that the Corporate Campus (including the buildings located thereon) is already connected for sewer, water, gas, and electricity. Subject to Sublessee's obligations to pay Sublessee's Share of the cost Sublessor incurs in supplying utilities to the common areas, Sublessee shall pay all utility expenses incurred by Sublessee in connection with Sublessee's use of the Premises (collectively, "Sublessee's Utility Expenses"). In the event utility service is interrupted to the Premises due to the need for maintenance and

repair to the utility lines, Sublessor shall immediately commence restoration and repairs of the lines and conduits in order that said utility service shall be resumed at the earliest possible time. If Sublessor shall fail to make such repairs after written notice from Sublessee, Sublessee may do so at Sublessor's expense. Additionally, should there be an interruption in the utilities for more than 24 hours due to the Sublessor's gross negligence, rent shall be abated until the utilities are restored.

9. MAINTENANCE AND REPAIRS. Structural portions of the Premises, including the roof, foundation, exterior walls and load bearing interior walls, shall be maintained and repaired by Sublessor except to the extent repairs are made necessary by the acts of Sublessee. Except for the repairs and maintenance Sublessor is specifically obligated to make under this Section, Sublessee shall maintain and keep the entire Premises including all partitions, doors, ceiling, fixtures, equipment and appurtenances thereof in good order, condition and repair, reasonable wear and tear excepted at the sole expense of Sublessee. To the extent an HVAC system serves the Premises exclusively, Sublessee shall be responsible for maintaining an HVAC service contract for routine filter changing and general upkeep. Sublessor may disapprove the contractor, provided however, its approval may not be unreasonably withheld, conditioned or delayed.

10. COMMON AREA MAINTENANCE. Sublessor shall keep the common area in good repair during the term or extension thereof, reasonable wear and tear excepted.

11. ALTERATIONS AND IMPROVEMENTS. Sublessee shall have the right at any time throughout the term of this Sublease and any extensions hereof, to make or cause to be made, any alterations, additions, or improvements, or install or cause to be installed any trade fixture, signs, floor covering, interior or exterior painting or lighting, plumbing fixtures, shades or awnings, as Sublessee may deem necessary or suitable with Sublessor's prior written approval, which approval shall not be unreasonably withheld or delayed so long as the requested improvements do not violate the terms and conditions of the Master Lease Agreement. Upon the expiration of the Initial Term of this Sublease, Sublessee shall have the option to remove such alterations, decorations, additions or improvements made by it, provided any damage to Premises resulting from such removal is repaired. Also, upon the expiration of the Initial Term of this Sublease, Sublessee if requested by Sublessor shall remove any signs and repair any damages to the Premises resulting from such removal. During the term, Sublessee shall not make any alterations, additions, improvements, non-cosmetic changes or other material changes to the Premises without the prior written approval of Sublessor, which approval shall not be unreasonably withheld or delayed so long as the request does not violate the terms and conditions of the Master Lease Agreement. Notwithstanding the foregoing, Sublessee shall be permitted to make Minor Alterations (as defined below) without Sublessor's prior written consent. Minor Alterations, as used herein, shall be defined as any alterations, improvements, etc. made to the Premises (excluding the facade thereof) which do not affect the structure of the buildings, their systems or equipment. If Sublessor approves any alterations, additions, improvements, etc., Sublessor shall notify Sublessee, in writing, along with Sublessor's approval notice, of whether Sublessee shall, upon termination of this Sublease, either: (i) remove any such alterations or additions and repair any damage to the Premises (or the buildings in which the Premises are located) occasioned by their installation or removal and restore the Premises to substantially the same condition as existed prior to the time when any such alterations or

additions were made, or (ii) reimburse Sublessor for the cost of removing such alterations or additions and the restoration of the Premises.

12. FIRE OR CASUALTY. If more than twenty-five percent (25%) of the Premises or the use, occupancy or access to or of the Premises shall be destroyed in whole or in part by fire or other casualty, Sublessee may in its reasonable discretion terminate this Sublease. If less than twenty-five percent (25%) of the Premises shall be destroyed in whole or in part by fire or casualty, the Rent due during the remainder of the Sublease term shall be reduced in proportion to the area destroyed, effective on the date of the casualty. Within thirty (30) days after the date of a fire or other casualty, Sublessor must inform Sublessee if the Premises and the buildings in which the Premises are located will be rebuilt. If the Premises is to be rebuilt and Sublessee elects not to terminate the Sublease, the Premises (including the office buildings in which the Premises are located, must be rebuilt and ready for occupancy within ninety (90) days of date of fire or other casualty. Sublessor and Sublessee agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the Premises or contents thereof when such loss is caused by any perils included within, and covered by, standard fire and extended coverage insurance policy of the state of Florida. This Sublease shall be binding whether or not such damage or destruction is caused by negligence of either party or their agents, employees or visitors. Sublessor agrees to carry fire and extended coverage to the extent required by its lender, and if there is no lender, in an amount satisfactory to Sublessor.

13. EMINENT DOMAIN. If more than twenty-five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if the owner elects to convey title to the condemnor by a deed in lieu of condemnation, then Sublessee may in its discretion terminate the Sublease and be relieved from further liability hereunder. If less than twenty -five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Sublessee elects not to terminate this Sublease, the Rent due during the remainder of the Sublease term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority; provided, however, that in the event Sublessee cannot reasonably operate its business at the Premises due to such partial taking, Sublessee shall be permitted to terminate this Sublease by written notice to Sublessor.

14. SUBLESSEE'S DEFAULT.

14.1 Any other provisions in this Sublease notwithstanding, it shall be an event of default ("Event of Default") under this Sublease if: (i) Sublessee fails to pay any installment of rent or any other sum payable by Sublessee hereunder when due and such failure continues for a period of ten (10) days after written notice from Sublessor to Sublessee that such payment has not been received, or (ii) Sublessee fails to observe or perform any other material covenant or agreement of Sublessee herein contained and such failure continues after written notice given by or on behalf of Sublessor to Sublessee for more than thirty (30) days, provided, however, that if such non-monetary Event of Default by Sublessee cannot reasonably be cured within such thirty (30) day period, and provided further that Sublessee is proceeding with due diligence to effect a

cure of said Event of Default, no Event of Default hereunder shall be declared by Sublessor if Sublessee continues to proceed with diligence to cure said Event of Default, but in no event shall such cure period extend beyond ninety (90) days following notice from Sublessor of such violation, default or breach, or (iii) Sublessee files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the Federal Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or under any similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, in the case of any such involuntary action, such action shall not be dismissed, discharged or denied within sixty (60) days after the filing thereof, or Sublessee consents or acquiesces in the filing thereof, or (iv) a custodian, receiver, trustee or liquidator of Sublessee or of all or substantially all of Sublessee's property or of the Premises shall be appointed in any proceedings brought by or against Sublessee and, in the latter case, such entity shall not be discharged within sixty (60) days after such appointment or Sublessee consents to or acquiesces in such appointment, or (v) Sublessee shall generally not pay Sublessee's debts as such debts become due, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due. The notice and grace period provisions in clauses (i) and (ii) above shall have no application to the Events of Default referred to in clauses (iii) through (v) above.

14.2 If Sublessee shall fail to make any payment of rent when due or if Sublessee shall fail to keep and perform any express written covenant of this Sublease and shall continue in default for a period of ten (10) days after Sublessee has received written notice of such default and demand of performance from Sublessor, Sublessor may commence judicial proceedings, provided, however, if any default shall occur (other than in the payment of rent) which cannot be cured within a period of thirty (30) days and Sublessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate such default and proceeds diligently to take steps to cure the same, Sublessor shall not have the right to declare the term ended by reason thereof for an additional period of sixty (60) days.

14.3 In the event of any such Event of Default, Sublessor at any time thereafter may at its option exercise any remedies available to Sublessor at law or in equity, including, without limitation, one or more of the following remedies:

(i) Termination of Sublease. Sublessor may terminate this Sublease, by written notice to Sublessee, without any right by Sublessee to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination Sublessee shall immediately surrender possession of the Premises to Sublessor, and Sublessor shall immediately become entitled to receive from Sublessee an amount equal to the difference between the aggregate of all rent reserved under this Sublease for the balance of the Initial Term or Renewal Term, as the case may be, and the fair rental value of the Premises for that period, determined as of the date of such termination, and reduced by the amount Sublessor may obtain upon reletting, discounted to present value at the rate of ten percent (10%).

(ii) Reletting. With or without terminating this Sublease, as Sublessor may elect, Sublessor may, by summary proceedings, re-enter and repossess the Premises, or any part thereof, and lease them to any other person upon such terms as Sublessor shall deem reasonable, for a term within or beyond the term of this Sublease; provided, that any such reletting prior to

termination shall be for the account of Sublessee, and Sublessee shall remain liable for (i) all rent and other sums which would be payable under this Sublease by Sublessee in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Sublessee after deducting from such proceeds all of Sublessor's actual expenses, attorneys' fees, employees' expenses, reasonable alteration costs, expenses of preparation for such reletting and all other actual costs and expenses incurred as a result of Sublessee's breach of this Sublease. Sublessor shall use commercially reasonable efforts to relet the Premises. If the Premises are at the time of default sublet or leased by Sublessee to others, Sublessor may, as Sublessee's agent, collect rents due from any subtenant or other tenant and apply such rents to the rent and other amounts due hereunder without in any way affecting Sublessee's obligation to Sublessor hereunder.

(iii) Injunction. In the event of breach by either party of any provision of this Sublease, the other party shall have the right of injunction and the right to invoke any remedy allowed at law or in equity in addition to other remedies provided for herein.

(iv) No Exclusive Right. No right or remedy herein conferred upon or reserved to Sublessor or Sublessee is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(v) Expenses. In the event that either Sublessor or Sublessee exercises any of the remedies provided herein, the wrongful party shall pay to the other all actual expenses incurred in connection therewith, including reasonable attorneys' fees.

15. SUBLESSOR'S DEFAULT. If Sublessor shall be in default or shall fail or refuse to perform or comply with any of his obligations under this Sublease and shall continue in default for a period of thirty (30) days after Sublessee has given Sublessor written notice of such default and demand of performance, Sublessee may remedy the same and deduct the cost thereof from subsequent installments of rent or terminate the Sublease and recover from Sublessor any and all damages Sublessee may have incurred due to such default or failure. Upon any default by Sublessor under this Sublease, Sublessee may, except as otherwise specifically provided in this Sublease to the contrary, exercise any of its rights provided at law or in equity.

16. ASSIGNMENT AND SUB-LETTING. Sublessee shall not have the right to assign, sublet, transfer, or encumber this Sublease or its rights hereunder or any part thereof at any time without the Sublessor's prior written consent, except for the Permitted Transfers (defined below). A "Permitted Transfer" means an assignment or sublet to (i) any entity controlled by, controlling, or under common control with Sublessee (a "Sublessee Affiliate") or a Sublessee Affiliate, or (ii) any entity with which Sublessee or a Sublessee Affiliate may merge or consolidate, which acquires all or substantially all of the assets or shares of stock of Sublessee or a Sublessee Affiliate, or (iii) any entity that is the successor in the event of a reorganization. In instances other than Permitted Transfers, Sublessor agrees not to withhold or delay its written consent if to do so would be commercially unreasonable so long as the proposed assignment or sublet does not violate the terms and conditions of the Master Lease Agreement. In the event of any assignment of this Sublease by Sublessee, Sublessee shall not be and is not relieved of any liability under any and all of its covenants and obligations contained in or derived from this

Sublease arising out of any act, occurrence or omission occurring after said assignment; provided, however that the Sublessee's assignee assumes all obligations of Sublessee hereunder and attorns to Sublessor for such obligations. Sublessor may assign this Sublease in connection with the sale or financing of the Demised Premises provided that (i) no such assignment may impose upon Sublessee any obligations greater than set forth in the Sublease; and (ii) Sublessor gives notice to Sublessee within thirty (30) days following the effective date of the assignment which contains the assignee's name, address, telephone number, and the name of the individual handling the affairs relating to this Sublease. Any rents received by Sublessor hereunder, which in fact belong to the assignee of Sublessor, shall be held in trust by Sublessor and forwarded immediately to the assignee of Sublessor. In the event of any assignment or sublease, Sublessee shall remain responsible for the payment of rent and for the performance of all terms, covenants and conditions undertaken by Sublessee pursuant to this Sublease unless otherwise agreed to by Sublessor in writing.

17. HOLDING OVER. In the event Sublessee remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Sublease, Sublessee shall occupy the Premises from month to month at a rental rate of 150% of the applicable rental rate during the last month of the term, subject to all of the covenants of this Sublease insofar as consistent with such a tenancy. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Sublessor provided herein or at law.

18. SIGNAGE. Sublessor and Sublessee hereby agree that Sublessee shall retain, throughout the term of the Sublease, the signage rights on the exterior of Building V, as well as joint signage rights with Sublessor to the monument signage at Riverside Avenue, the directory and the suite entry signage. Sublessor and Sublessee agree that the only other signage that may appear on the exterior of Building V (or any other buildings or properties that may become a part of or otherwise included in this Sublease) and on the exterior monument signage during the term hereof shall be that of Sublessor or Sublessee. Sublessor and Sublessee agree that, other than the addition of Sublessee's name to the exterior of Building V, any proposed change of the monument and building signage from that existing on the Commencement Date of this Sublease shall require the mutual agreement of both Sublessor and Sublessee. If the parties are unable to reach agreement on any such proposed change to the monument or building signage, then the matter shall be referred to (i) so long as the Executive Chairman of each of Landlord and Tenant are the same individual, to the Executive Chairman, (ii) if the Executive Chairman of each of Landlord and Tenant are not the same individual, then to the Chief Executive Officers of each of Landlord and Tenant.

19. HAZARDOUS MATERIALS. Sublessor and Sublessee agree to indemnify and hold harmless the other from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the sublease term from or in connection with the presence or suspected presence of hazardous substances in, on or beneath the Premises, unless the hazardous substances are present as the result of negligence, willful misconduct or other acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation by a federal, state or local agency or political subdivision, unless the hazardous substances are present solely as the result of negligence, willful misconduct or other

acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. This indemnification shall specifically include any and all costs due to hazardous substances which flow, diffuse, migrate or percolate into, onto or under the Premises after the Commencement Date. Each of the parties agrees to comply with all laws, codes, rules, and regulations of the United States and the State of Florida. Sublessee agrees that it will not store, keep, use, sell, dispose of or offer for sale in, upon or from the Premises any article or substance which may be prohibited by any insurance policy in force from time to time covering the buildings in which the Premises are located, nor shall Sublessee keep, store, produce or dispose of on, in or from the Premises or the buildings in which the Premises are located any substance which may be deemed a hazardous substance or infectious waste under any state, local or federal rule, statute, law, regulation or ordinance as may be promulgated or amended from time to time. As used herein, "hazardous substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government or poses a threat to human health or the environment, and includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a "hazardous substance" pursuant to state, federal or local governmental law, including, but not restricted to, asbestos, polychlorobiphenyls and petroleum.

20. AMERICANS WITH DISABILITIES ACT. Each of Sublessor and Sublessee represents and warrants that any alterations, modifications, upfit or construction performed by it shall be performed in compliance with the ADA.

21. SUBORDINATION. Subject to the covenant given by Sublessor in this paragraph to obtain nondisturbance and attornment agreements with any mortgage or beneficiary of a deed of trust encumbering the property, Sublessee agrees that this Sublease is and shall remain subject and subordinate to any mortgage given by Sublessor on the property or the buildings in which the Premises are located, and Sublessor's interest in this Sublease may be assigned as security for any present and future mortgages or deeds of trust attaching the property and all renewals, modifications, replacements and extensions thereof. However, Sublessor shall enter only into financing and mortgage agreements which allow Sublessee to retain its leasehold interest in the Premises provided Sublessee is not in default under this Sublease and which obligates Sublessee to abide by all the terms, covenants and conditions of this Sublease in the event the mortgagee takes title to the Premises through foreclosure or accepts a deed in lieu of foreclosure. At any time and from time to time upon not less than fifteen (15) days' prior notice by Sublessor to Sublessee, Sublessee shall, without charge, execute, acknowledge and deliver to Sublessor a statement prepared by Sublessor, in a form for Sublessee to fill in and sign, certifying whether (i) this sublease is unmodified and in full force and effect (or if there have been modifications, whether the same is in full force and effect as modified and stating the modifications), (ii) the Term has commenced and Base Rent and Additional Rent have become payable hereunder and, if so, the dates to which they have been paid, (iii) whether or not, to the knowledge of the signer of such certificate, Sublessor is in default in performance of any of the terms of this Sublease and, if so, specifying each such default of which the signer may have knowledge, (iv) Sublessee has accepted possession of the Premises, (v) Sublessee has made any claim against Sublessor under this Sublease and, if so, the nature thereof and the dollar amount, if any, of such claim, (vi) Sublessee then claims any offsets or defenses against enforcement of any of the terms of this Sublease upon the part of Sublessee to be performed, and, if so, specifying the same, and (vii) such further information with respect to the Sublease or the Premises as Sublessor may

reasonably request. Any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Premises or any part thereof or of the interest of Sublessor in any part thereof, by any mortgagee or prospective mortgagee thereof, by any lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof.

22. ATTORNEY'S FEES. In connection with any litigation arising out of this Sublease, the prevailing party, Sublessee or Sublessor, shall be entitled to recover all costs incurred, including reasonable attorney's fees.

23. LIMITATION ON LIABILITY. Neither party is liable to the other for under this sublease for any special, incidental, punitive or consequential damages of any kind or nature, including, without limitation, any lost profits or loss of business. Notwithstanding anything to the contrary, Sublessor is not liable for flood water damage unless Sublessor is grossly negligent or willful misconduct. Sublessor shall not be liable to Sublessee or to Sublessee's employees, agents or invitees, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises or the common area caused by the negligence, acts or omissions, or misconduct of Sublessee, its employees, or of any other person entering the buildings in which the Premises are located under the express or implied invitation of Sublessee, or arising out of the use of the Subleased Premises by Sublessee and the conduct of its business therein, or arising out of any breach or default by Sublessee in the performance of its obligations under this Sublease or resulting from any other cause whatsoever, except Sublessor's gross negligence; and Sublessee hereby agrees to indemnify Sublessor and hold it harmless from any loss, cost, expense or claims arising out of any such damage or injury.

24. SERVICES PROVIDED BY SUBLESSOR.

24.1 SECURITY. Sublessee shall adhere to Sublessor's security procedures as they pertain to the Premises. This may include, but not be limited to, proper display of security badges, maintaining accurate employee access rosters, and assisting Sublessor in the investigation of security related matters. Sublessor agrees to provide Sublessee with the same security services that Sublessor provides throughout the Corporate Campus, subject to Sublessee's compliance with Sublessor's security procedures and subject to Sublessee's obligation to pay Sublessee's share of the cost thereof.

24.2 MAIL SERVICES. Sublessor covenants and agrees that throughout the term of this Sublease Sublessor shall provide Sublessee with mail delivery services within the Corporate Campus.

25. MEMORANDUM OF SUBLEASE. Sublessee shall not record this Sublease or a Memorandum of Sublease.

26. NOTICES. All notices, demands or requests which may be given by either party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax or electronic transmission (provided that in any such case, such telefax or electronic transmission is immediately thereafter confirmed by telephone), or on the next business day if sent by overnight courier, and in each case addressed as set forth below:

SUBLESSOR: Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Ed Dewey, Executive Vice President
Phone: 904-854-8100

SUBLESSEE: Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Fred Parvey, Executive Vice President
Phone: 904-854-5279

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

27. MISCELLANEOUS.

27.1 SUCCESSORS AND ASSIGNS. This Sublease shall be binding upon and shall inure to the benefit of Sublessor, Sublessee and their respective successors and assigns.

27.2 GOVERNING LAW. This Sublease shall be construed under the laws of the State of Florida, without application of the conflict of law provisions thereof.

27.3 MERGER CLAUSE. This Sublease contains the entire agreement between Sublessor and Sublessee regarding the Premises which are the subject of this Sublease and may only be altered by a written agreement executed by both Sublessor and Sublessee. Without limiting the foregoing, the parties expressly acknowledge that this Sublease, together with the Exhibits and Schedules hereto, shall not violate the terms of the Master Lease Agreement.

27.4 SEVERABILITY. If any term or provision of this Sublease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby.

27.5 FORCE MAJEURE. In the event the performance by either party of any of its obligations hereunder, except with the respect of payment of money, is delayed by reason of an act of God, strike, governmental restrictions, war, terrorist threats or acts, or any other cause, similar or dissimilar, beyond the reasonable control of the party from whom such performance is due, the period for the commencement of completion thereof shall be extended for a period equal to the period during which performance is so delayed.

27.6 COUNTERPARTS. The Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

27.7 NO PARTNERSHIP CREATED. The Sublessor and Sublessee are not and shall not be considered joint venturers, not partners, and neither shall have power to bind or obligate the other except as set forth herein.

27.8 HEADINGS. The titles to the paragraphs of this Sublease are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Sublease, nor in any way affect this Sublease.

27.9 MODIFICATION. No modifications, alterations, or amendments of this Sublease or any agreements in connection therewith shall be binding or valid unless in writing and duly executed by both Sublessor and Sublessee.

27.10 EFFECTIVENESS. Notwithstanding the date hereof, this Sublease shall become effective as of the date and time that the merger becomes effective pursuant to the terms of the Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the day and year above first written.

SUBLESSOR:

FIDELITY NATIONAL TITLE GROUP, INC.,
a Delaware corporation

By /s/ Anthony J. Park
---
Anthony J. Park
Executive Vice President and Chief Financial Officer

SUBLESSEE:

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
a Georgia corporation

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Executive Vice President - Legal

EXHIBIT 99.5

Execution Version

# TELECOMMUNICATIONS SERVICES AGREEMENT

This Telecommunications Services Agreement ("Agreement") is made as of October 23, 2006 by and between FIDELITY INFORMATION SERVICES, INC., an Arkansas corporation ("FIServices") and a subsidiary of FIDELITY NATIONAL INFORMATION SERVICES, INC. (together with its subsidiaries, affiliates, successors and assigns, collectively "FIS"), and FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." (together with its subsidiaries, affiliates, successors and assigns, collectively "FNF"). FNF and FIServices are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, FIServices, as Landlord, and FNF, as Tenant, have entered into that certain Amended and Restated Lease Agreement dated as of October 23, 2006 (the "Lease"), pursuant to which FNF leases from FIServices office space and other appurtenants thereto, located on the Fidelity National Financial corporate campus located at 601 Riverside Drive, in the city of Jacksonville, county of Duval, state of Florida (the "Fidelity Campus"); and

WHEREAS, FNF, as Sublandlord, and FIS, as Subtenant, have entered into that certain Amended and Restated SubLease Agreement dated as of October 23, 2006 (the "SubLease"), pursuant to which FIS subleases from FNF office space and other appurtenants thereto, located in a building on the Fidelity Campus known as "Building V"; and

WHEREAS, FIServices is responsible for all telecommunications services and equipment for the Fidelity Campus, including those for Building V;

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Fidelity National Financial, Inc., a Delaware corporation ("Old FNF"), and FNF, and the consummation of the transactions contemplated by that certain the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, the Parties wish to set forth their agreement with regard to the telecommunication services and equipment at the Campus; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Services and Equipment Provided. So long as this Agreement is in effect, FIServices hereby agrees to provide to FNF the following telecommunication services and equipment at the Campus, including Building V:

a) Supply of all Handsets,

b) Voicemail,

c) Maintenance of Computer Servers that Route Tenant's Telephone Calls ("Public Branch Exchange" or "PBX" Units),

d) Call accounting program and maintenance, and

e) Supply all cabling infrastructure.

The following services are specifically excluded:

i) Move/add/change requests, and

ii) Project work related to new PBX's.

2. Payment for Pro Rata Sharing of Costs. FNF hereby agrees to pay to FIServices FNF's respective share of the telecommunications services listed above incurred by FIServices at the Campus. The costs to be allocated to FNF will be proportionate to FNF's utilization of the telecommunications systems, including long distance telephone charges, and shall be allocated on an employee headcount basis, taking into account the aggregate number of FNF employees as compared to the aggregate number of persons (including without limitation FIS employees) with telecommunication services at the Campus.

3. Accounting and Payment. Within 30 days after the end of each calendar month, FIServices shall prepare and deliver to FNF a monthly summary statement (each a "Monthly Telecommunications Cost Summary Statement") setting forth all of the costs owing by FNF to FIServices hereunder. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, all Monthly Telecommunications Summary Statements required hereunder shall be incorporated into and be a part of the respective Monthly Summary Statement referred to in the Amended and Restated Corporate Services Agreement dated as of October __, 2006 (the "CSA") between FNF and FIS, and in the Amended and Restated Reverse Corporate Services Agreement dated as of October __, 2006 (the "RCSA") between FIS and FNF. The parties contemplate that (i) one Monthly Summary Statement will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to FIS and its subsidiaries under all agreements between FNF and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, incurred during the preceding calendar month, (ii) one Monthly Summary Statement will be prepared by FIS with respect to all expenses, costs and fees attributable or allocable to FNF and its subsidiaries under all agreements between FIS and/or its subsidiaries, on the one hand, and FNF and/or its subsidiaries, on the other, incurred during the preceding calendar month, and (iii) FNF (on behalf of itself and its subsidiaries) and FIS (on behalf of itself and its subsidiaries) will offset the amounts owing, as shown on the Monthly Summary Statements for the same month, so that the net amount owing from the applicable party can be determined. The Parties further contemplate that the net amount owing under the

Monthly Summary Statements, including without limitation, the net amount owing with respect to the costs owing under this Agreement, shall be paid in full by the applicable party within 10 days after presentation of each of the Monthly Summary Statements for each month, all in accordance with and subject to the terms and conditions set forth in the CSA and the RCSA.

4. Term and Termination of this Agreement. This Agreement shall remain in effect for so long as the Lease or the SubLease is in effect, including any extension or renewal thereof. Without limiting the foregoing, this Agreement may be terminated at any time with the consent of both Parties. In the event that this Agreement is terminated at the request of either party, FNF shall compensate FIServices for the costs, if any, actually incurred by FIServices for any unamortized telecommunications equipment provided hereunder that was purchased or otherwise acquired for use by FNF and for which FIServices has no other use after the termination of this Agreement (it being understood that FIServices shall use its reasonable best efforts to mitigate any such costs).

5. Confidentiality. Each Party shall keep confidential any and all information concerning the other Party which it may obtain pursuant to the activities described in this Agreement, and agrees not to disclose such information to any person unless authorized to do so by the Party in question. The provisions of this Section 5 shall not, however, apply to information made generally available to the public by any Party or by third parties through lawful channels, or information which is obtained from a third person who (insofar as is known to the recipient of such information) is lawfully in possession of such information and not in violation of any contractual, legal or fiduciary obligation to a Party with respect to such information.

6. Limitation of Liability. EACH PARTY SHALL BE LIABLE TO THE OTHER FOR ALL DIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS, ACTIONS, LOSSES, COSTS, DAMAGES AND EXPENSES RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BY REASON OF A BREACH OF WARRANTY, ANY PARTY'S LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION WHETHER BASED IN CONTRACT, TORT OR OTHERWISE WHICH ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY(S)'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING, THE PARTIES AGREE THAT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER FOR SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, EQUITY, NEGLIGENCE OR OTHERWISE, EXCEED $100,000.

7. Dispute Resolution

(a) Amicable Resolution. The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and

obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement, then the Dispute, upon written request of either Party, will be referred for resolution to the General Counsels of the Parties, which General Counsels will have ten (10) days to resolve such Dispute.

(b) Mediation. In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 7(a), the Parties intend that such Dispute be resolved by mediation. If the General Counsels of the Parties are unable to resolve the Dispute as contemplated by Section 7(a), either Party may demand mediation of the Dispute by written notice to the other in which case the two Parties will select a single mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each Party 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 pursuant to Section 7(a) or through mediation pursuant to Section 7(b), the latter within thirty (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 7(c). All Disputes submitted to arbitration pursuant to this Section 7(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the Arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator thirty (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. 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. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. 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. Each of the Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or misuse of the Confidential Information of FNF or FIServices, as the case may be. Accordingly, nothing in this Section 7 will prevent either Party from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of this Agreement. All actions for such injunctive or interim relief shall be brought in

a court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.

(e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 7 or otherwise, and each Party will cause its respective subsidiaries not to commence any dispute resolution procedure other than through such Party as provided in this Section 7.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to the conflicts of laws provisions thereof.

(b) Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument.

(c) Successors, Assigns and Affiliates. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, assigns and affiliates. This Agreement may not be assigned by any Party without the prior consent of the other Parties.

(d) Notices. Any notice or other communication to be given or made under this Agreement ("Notice") shall be in writing and shall be deemed received (i) when delivered personally, (ii) when sent by facsimile, if confirmed by overnight courier service delivered the next day, (iii) on the third business day following the sending thereof by overnight courier service, or (iv) on the third business day following the sending thereof by registered or certified mail, return receipt requested. All Notices shall be addressed to the addresses of the Party, or sent by facsimile to their facsimile numbers, as set forth on the signature pages hereof.

(e) Entire Agreement. This Agreement contains the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect thereto.

(f) Amendments. This Agreement may be amended only by an instrument in writing agreed to by each of the Parties hereto.

(g) Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the merger under the Merger Agreement is effective and the transactions contemplated thereby are consummated.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first set forth above.

FIDELITY INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Senior Vice President

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
---
Anthony J. Park
Executive Vice President and
Chief Financial Officer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

EXHIBIT 99.6

Execution Version

# AIRCRAFT COST SHARING AGREEMENT

This Aircraft Cost Sharing Agreement ("Agreement") is made as of October 23, 2006 by and between FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." (together with its subsidiaries, "FNF"), and FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (together with its subsidiaries, "FIS"). FNF and FIS are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, pursuant to certain transfer and consent documents among Fidelity National Financial, Inc., a Delaware corporation ("Old FNF"), as transferor, FNF, as transferee, and the financing lessors described below, FNF has possession and use of certain aircraft pursuant to various leasing, ownership or other arrangements, including without limitation:

(i) possession and use of a Gulfstream IV (Serial No. 4008) pursuant to an Aircraft Lease Agreement dated as of August 12, 2004 among Banc of America, N.A., successor-by-merger to Fleet National Bank, as lessor, and Old FNF and FIS, as co-lessees,

(ii) possession and use of a Hawker 800XP (Serial No. 258598) pursuant to an Aircraft Lease Agreement dated as of December 23, 2002 among Banc of America Leasing & Capital, LLC, successor-by-merger to Fleet Capital Corporation, as lessor, and Old FNF and FIS, as co-lessees and successors-in-interest to Rocky Mountain Aviation, Inc., and

(iii) ownership, possession and use of a Beechjet 400A (Serial No. RK-166) (collectively, together with any other aircraft that FNF or any of its subsidiaries may possess or have use of from time to time during the term of this Agreement, the "FNF Aircraft"); and

WHEREAS, pursuant to certain transfer and consent documents among Old FNF, FIS, and the financing lessors described below, FIS has possession and use of certain aircraft pursuant to various leasing and other arrangements, including without limitation possession and use of a Hawker 800XP (Serial No. 258568) pursuant to an Aircraft Lease Agreement dated as of December 13, 2002 among Banc of America Leasing & Capital, LLC, successor-by-merger to Fleet Capital Corporation, as lessor, and Old FNF and FIS, as co-lessees and successors-in-interest to Rocky Mountain Aviation, Inc. (together with any other aircraft that FIS or any of its subsidiaries may possess or have use of from time to time during the term of this Agreement, the "FIS Aircraft"; and together with the FNF Aircraft, collectively, the "Aircraft"); and

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Old FNF and FNF, and the consummation of

the transactions contemplated by that certain Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, the Parties wish to set forth their agreement with regard to the sharing of costs that (i) FIS will incur from time to time in connection with FNF's use of FIS Aircraft and (ii) FNF will incur from time to time in connection with FIS's use of the FNF Aircraft;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Sharing of Costs. FIS hereby agrees to pay to FNF FIS's respective share of the costs incurred by FNF in connection with the use of any FNF Aircraft by (i) FIS or any FIS subsidiary or (ii) any other party at the direction and with authorization from FIS, in each case in accordance with the terms of this Agreement. FNF hereby agrees to pay to FIS its respective share of the costs incurred by FIS in connection with the use of any FIS Aircraft by (i) FNF or any FNF subsidiary or (ii) any other party at the direction and with authorization from FNF, in each case in accordance with the terms of this Agreement. Each Party agrees that the costs to be allocated to the other Party will be proportionate to the other Party's utilization of the applicable Aircraft and calculated on a consistent basis. For sake of clarification, each Party agrees that the Aircraft costs for which it is liable hereunder includes (i) the aggregate amount of usage charges incurred by such Party (or its subsidiaries or designees) based on the standard, pre-determined hourly usage charge for each Aircraft (including scheduling, maintenance and use of the corporate jets and services related thereto or in support thereof), plus (ii) its pro rata share, based on its usage, of the residual cost of the Aircraft in excess of the hourly usage charged; provided that the Parties anticipate that the standard, pre-determined hourly usage charges for each Aircraft will be billed by each Party directly to the applicable operation department/cost center with the other Party, on a monthly basis in accordance with Section 3.

2. Determination of Costs.

(a) The costs attributed to, and payable by, each Party hereunder will be the applicable portion of the actual costs and expenses incurred by the other Party in connection with the operation and maintenance of the other Party's Aircraft without any addition or profit or other mark-up (collectively, "Costs") therefore resulting in an effective "pass-through" of Costs to the Party to which Costs are attributable.

(b) Each Party acknowledges and agrees that each operation department/cost center within each Party shall be directly charged a standard, pre-determined hourly rate for each hour of Aircraft use by such department's/cost center's employees. In addition, the residual amount of Aircraft costs in excess of the aggregate amounts charged to the individual departments/cost centers in connection with each Aircraft usage shall be allocated and shared pursuant hereto. With respect to any FNF Aircraft, this residual amount shall be allocated on the basis of the aggregate monthly percentage of each Aircraft's use by (i) FIS and its subsidiaries (or designees), in relation to the aggregate monthly Aircraft use by all persons using that FNF

Aircraft. With respect to any FIS Aircraft, this residual amount shall be allocated on the basis of the aggregate monthly percentage of each Aircraft's use by (i) FNF and its subsidiaries (or designees), in relation to the aggregate monthly Aircraft use by all persons using that FIS Aircraft.

By way of example, assume there is an aggregate of 100 flying hours per month in an FNF Aircraft and after billing the standard, pre-determined hourly usage rates directly to the department/cost center of each Party, there is a residual cost for the FNF Aircraft of $50,000. Assume that throughout the month, the only 2 FIS employees or FNF employees providing corporate services to FIS who used the Aircraft were Mr. Smith and Mr. Jones. If throughout the prior month, Mr. Smith, a 100% FIS employee, used the Aircraft for 20 hours, and Mr. Jones, a 10% FIS employee, used the FNF Aircraft for 45 hours, then we determine the Costs that will be allocated to FIS for that month as follows:

For Mr. Smith:

First, determine Mr. Smith's monthly percentage use of the FNF Aircraft:

20 hours of Smith FNF Aircraft use / 100 total flying hours = 20%.

Then, apply this Smith percentage use to the residual Aircraft costs:

20% x $50,000 = $10,000

Lastly, determine the portion of the residual Aircraft costs to be allocated to FIS based on the employee's work time percentage that is devoted to FIS or providing services to FIS (in Mr. Smith's case, this is 100% FIS):

$10,000 x 100% = $10,000

For Mr. Jones:

First, determine Jones's percentage use of the FNF Aircraft:

45 hours of Jones FNF Aircraft use / 100 total flying hours = 45%.

Then, apply this Jones percentage use to the residual Aircraft costs:

45% x $50,000 = $22,500

Lastly, determine the portion of the residual Aircraft costs to be allocated to FIS based on the employee's work time percentage that is devoted to FIS or providing services to FIS (in Mr. Jones's case, this is 10% FIS):

$22,500 x 10% = $2,250

In this example, a total of $12,250 ($10,000 due to Smith Aircraft use + $2,250 due to Jones Aircraft use) of the $50,000 residual FNF Aircraft costs will be allocated to FIS. The remainder remains a liability of FNF.

3. Accounting and Payment.

(a) Monthly Summary Statement. Within 30 days after the end of each calendar month, each Party (for these purposes, the "Providing Party") shall prepare and deliver

to the other Party (for these purposes, the "Receiving Party") a monthly summary statement (each a "Monthly Aircraft Cost Summary Statement") setting forth all of the costs owing by the Receiving Party to the Providing Party. For sake of clarification, the Parties acknowledge that unless and until the Parties agree otherwise, all Monthly Aircraft Cost Summary Statements required hereunder shall be incorporated into and be a part of the respective Monthly Summary Statement referred to in the Amended and Restated Corporate Services Agreement dated as of October 23, 2006 (the "CSA") between FNF and FIS, and in the Amended and Restated Reverse Corporate Services Agreement dated as of October 23, 2006 (the "RCSA") between FIS and FNF. The parties contemplate that (i) one Monthly Summary Statement will be prepared by FNF with respect to all expenses, costs and fees attributable or allocable to FIS and its subsidiaries under all agreements between FNF and/or its subsidiaries, on the one hand, and FIS and/or its subsidiaries, on the other, incurred during the preceding calendar month, (ii) one Monthly Summary Statement will be prepared by FIS with respect to all expenses, costs and fees attributable or allocable to FNF and its subsidiaries under all agreements between FIS and/or its subsidiaries, on the one hand, and FNF and/or its subsidiaries, on the other, incurred during the preceding calendar month, and (iii) FNF (on behalf of itself and its subsidiaries) and FIS (on behalf of itself and its subsidiaries) will offset the amounts owing, as shown on the Monthly Summary Statements for the same month, so that the net amount owing from the applicable party can be determined. The Parties further contemplate that the net amount owing under the Monthly Summary Statements, including without limitation, the net amount owing with respect to the costs owing under this Agreement, shall be paid in full by the applicable party within 10 days after presentation of each of the Monthly Summary Statements for each month, all in accordance with and subject to the terms and conditions set forth in the CSA and the RCSA.

(b) Aircraft Usage and Residual Costs. Each Monthly Aircraft Cost Summary Statement prepared by each Party shall include (i) a statement of the standard, pre-determined hourly usage charges incurred in connection with the Receiving Party's use of the Providing Party's Aircraft, and (ii) a statement of the residual Costs incurred in connection with the Receiving Party's use of the Providing Party's Aircraft. Each Monthly Aircraft Cost Summary Statement shall set forth in sufficient detail the individual components of the usage charges billed and the residual Costs payable by the Receiving Party.

4. Term and Termination of this Agreement. This Agreement shall remain in effect for so long as either Party has possession or use of any Aircraft, unless terminated by consent of both Parties. This Agreement may be terminated at any time with the consent of both Parties.

5. Confidentiality. Each Party shall keep confidential any and all information concerning the other Party which it may obtain pursuant to the activities described in this Agreement, and agrees not to disclose such information to any person unless authorized to do so by the Party in question. The provisions of this Section 5 shall not, however, apply to information made generally available to the public by any Party or by third parties through lawful channels, or information which is obtained from a third person who (insofar as is known to the recipient of such information) is lawfully in possession of such information and not in violation of any contractual, legal or fiduciary obligation to a Party with respect to such information.

6. Dispute Resolution

(a) Amicable Resolution. The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will try to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (a "Dispute") between the Parties in connection with this Agreement, then the Dispute, upon written request of either Party, will be referred for resolution to the General Counsels of the Parties, which General Counsels will have ten (10) days to resolve such Dispute.

(b) Mediation. In the event any Dispute cannot be resolved in a friendly manner as set forth in Section 6(a), the Parties intend that such Dispute be resolved by mediation. If the General Counsels of the Parties are unable to resolve the Dispute as contemplated by Section 6(a), either Party may demand mediation of the Dispute by written notice to the other in which case the two Parties will select a single mediator within ten (10) days after the demand. Neither Party may unreasonably withhold consent to the selection of the mediator. Each Party 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 pursuant to Section 6(a) or through mediation pursuant to Section 6(b), the latter within thirty (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 6(c). All Disputes submitted to arbitration pursuant to this Section 6(c) shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the Parties involved mutually agree to utilize an alternate set of rules, 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. All arbitration proceedings shall be held in the city of Jacksonville, Florida in a location to be specified by the arbitrators (or any place agreed to by the Parties and the Arbitrators). The arbitration shall be by a single qualified arbitrator experienced in the matters at issue, such arbitrator to be mutually agreed upon by the Parties. If the Parties fail to agree on an arbitrator thirty (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. 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. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party incurring such costs. 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. Each of the Parties acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or misuse of the Confidential Information of FNF or FIS, as the case may be. Accordingly, nothing in this Section 6 will prevent either Party from immediately seeking injunctive or interim relief in the event of any actual or threatened breach of any confidentiality provisions of this Agreement. All actions for such injunctive or interim relief shall be brought in a court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement.

(e) Commencement of Dispute Resolution Procedure. Notwithstanding anything to the contrary in this Agreement, the Parties, but none of their respective Subsidiaries, are entitled to commence a dispute resolution procedure under this Agreement, whether pursuant to this Section 6 or otherwise, and each Party will cause its respective Subsidiaries not to commence any dispute resolution procedure other than through such Party as provided in this Section 6.

7. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to the conflicts of laws provisions thereof.

(b) Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument.

(c) Successors, Assigns and Affiliates. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, assigns and affiliates. This Agreement may not be assigned by any Party without the prior consent of the other Parties.

(d) Notices. Any notice or other communication to be given or made under this Agreement ("Notice") shall be in writing and shall be deemed received (i) when delivered personally, (ii) when sent by facsimile, if confirmed by overnight courier service delivered the next day, (iii) on the third business day following the sending thereof by overnight courier service, or (iv) on the third business day following the sending thereof by registered or certified mail, return receipt requested. All Notices shall be addressed to the addresses of the Party, or sent by facsimile to their facsimile numbers, as set forth on the signature pages hereof.

(e) Entire Agreement. This Agreement contains the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect thereto.

(f) Amendments. This Agreement may be amended only by an instrument in writing agreed to by each of the Parties hereto.

(g) Effectiveness. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the Asset Contribution under the Distribution Agreement is effective and the transactions contemplated thereby are consummated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first set forth above.

FIDELITY NATIONAL TITLE GROUP, INC.

By /s/ Anthony J. Park
---
Anthony J. Park
Executive Vice President and Chief Financial Officer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Executive Vice President - Legal

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: General Counsel

EXHIBIT 99.7

Execution Version

# AMENDED AND RESTATED LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), dated as of October 23, 2006, is by and between FIDELITY INFORMATION SERVICES, INC., an Arkansas corporation ("Landlord"), and FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation that, after the consummation of the Transactions (as hereinafter defined), will be known as "Fidelity National Financial, Inc." (together with its subsidiaries, affiliates, successors and assigns, collectively "FNF" or ("Tenant"). Landlord and Tenant are herein referred to individual as a "Party" and, collectively, the "Parties".

WHEREAS, Landlord is the owner of certain real property and improvements comprising a corporate campus located at 601 Riverside Drive, in the city of Jacksonville, county of Duval, state of Florida; and

WHEREAS, Landlord previously entered into a Lease Agreement dated as of January 1, 2005 ( as previously amended and restated, and assigned to and assumed by Tenant, the "FNF Lease") with Fidelity National Financial, Inc., a Delaware corporation ("FNF"), for the leasing to FNF of a portion of Landlord's real property and improvements; and

WHEREAS, in connection with the consummation of the transactions (the "Transactions") contemplated by that certain Securities Exchange and Distribution Agreement dated as of June 25, 2006, as amended and restated as of September 18, 2006 (as so amended and restated, the "Distribution Agreement"), between Fidelity National Financial, Inc., a Delaware corporation ("Old FNF"), and FNF, and the consummation of the transactions contemplated by that certain the Agreement and Plan of Merger dated as of June 25, 2006 as previously amended and as amended and restated as of September 18, 2006 (as so amended and restated, the "FIS Merger Agreement"), between Old FNF and FIS, Landlord and Tenant have agreed to amended and restate this Lease, effective as of the consummation of the Asset Contribution (as defined in the Distribution Agreement);

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

## 1. PREMISES.

1.1 INITIAL PREMISES. Landlord hereby leases to Tenant office space (collectively, the "Premises") located on various floors in the 13-story main office building generally designated as "Building I" and in the building generally designated as "Building II", as well as use of certain designated space in the buildings generally designated as "Building III and Building IV" and/or in any of the other buildings that Landlord owns or leases from time to time that are part of the corporate campus located at 601 Riverside Avenue, Jacksonville, Florida (after taking into account the exclusions hereinafter described, collectively the "Corporate Campus"), it being understood that the building generally designated as "Building V", as well as the parking garage and the real property that is subject to that certain synthetic lease financing arrangement, as set

forth on various documents dated on our about June 29, 2004, including the Master Lease Agreement, dated as of June 29, 2004, and the Master Agreement dated as of June 29, 2004, as amended by the First Omnibus Amendment dated as of November 5, 2004, the First Amendment to Master Agreement dated as of September 24, 2004, the Second Omnibus Amendment dated as of February 15, 2005, the Third Omnibus Amendment dated as of December 2, 2005, the Waiver Amendment to Operative Documents dated as of April 2005, and the Fourth Omnibus Amendment dated as of March 16, 2006, all among FNF, as lessee, SunTrust Equity Funding, LLC, as lessor, certain financial institutions parties thereto, as lenders, and SunTrust Bank, as agent, are hereby specifically excluded from provisions of this Lease (and, for purposes of this Agreement, the definition of "Corporate Campus"). The parties further acknowledge and agree that, initially hereunder, the Premises constitute 89,754 rentable square feet representing approximately 19% ("Tenant's Share") (including a load fact of 38%for common/shared space) of the 483,889 rentable square feet of space at the Corporate Campus, it being understood that the parties anticipate that Tenant's Share shall fluctuate and change as and when the rentable square feet of space allocated and leased to Tenant hereunder changes.

1.2 REALLOCATIONS OF SPACE. Notwithstanding any other provision herein or in any other agreement or instrument to the contrary, the parties understand and acknowledge that Landlord and Tenant anticipate that there will be reallocations of office space among Landlord and Tenant, including one or more reallocations during calendar year 2006 and 2007. The parties hereby agree that Tenant's Share may, by mutual agreement, increase or decrease from time to time during the term of this Lease, in which case the parties shall memorialize the changes in (i) rentable square footage of the Premises, (ii) Tenant's Share and (iii) monthly Base Rent. In such event, Tenant's Base Rent and Additional Rent shall be re-calculated based on the rentable square foot leased and allocated to Tenant, determined as a percentage of the total rentable square foot of office space available at the Corporate Campus.

2. TERM. The initial term of this Lease shall be for three (3) years commencing January 1, 2005 ("Commencement Date") and terminating on December 31, 2007 ("Initial Term").

3. RENT.

3.1 BASE RENT. Tenant shall pay to Landlord base rent ("Base Rent"), at an annual rate of $23.05 per rentable square foot, in equal monthly installments of $172,402.42 without prior notice or demand, in advance, on the first day of each calendar month at such place as Landlord may direct, in writing. If the Term commences on a day other than the first day of a calendar month, Tenant shall pay to Landlord, on or before the Commencement Date of the Term, a pro rata portion of the monthly installment of Base Rent, such pro rata portion to be based on the actual number of calendar days remaining in such partial month after the Commencement Date of the Term. If the Term shall expire on other than the last day of a calendar month, such monthly installment of Base Rent shall be prorated for each calendar day of such partial month. If any portion of Base Rent or other sum payable to Landlord hereunder shall be due and unpaid for more than fifteen (15) days after written notice from Landlord to Tenant that such payment has not been received, it shall thereafter bear interest at a rate equal to twelve percent (12%) per annum (the "Default Rate").

3.2 ADDITIONAL RENT. In addition to paying Base Rent, for each calendar year commencing with calendar year 2005, Tenant shall pay as additional rent ("Additional Rent" and, together with Base Rent, collectively, the "Rent") Tenant's Share of Landlord's reasonable estimate of operating expenses for the entire Corporate Campus ("Operating Expenses") that are in excess of the Operating Expenses applicable to the 2004 base year (the "Base Year"), which for the purposes of this Lease, the Tenant's Share of Operating Expenses in the Base Year are $8.66 per rentable square foot per year. Landlord reasonably estimates Tenant's Additional Rent for the calendar year 2006 is $8.66 per rentable square foot per year or $64,772.50 per month, which when combined with the Base Rent shall result in a monthly Rent payment of $237,174.92, which is equal to $31.71 per rentable square foot per year for 2006. Commencing January 1, 2005, and otherwise as set forth herein, Tenant shall pay Additional Rent at the same times and in the same manner as Base Rent. Landlord shall adjust Additional Rent on an annual basis in 2006 and 2007 based on the same above principles. Tenant shall be liable to Landlord for the entire cost (as opposed to Tenant's Share) of Landlord's costs of providing any services or materials exclusively to Tenant.

3.2.1 Calculation and Payment. Landlord shall deliver to Tenant on or before the first day of March following the end of each year following the Base Year (an "Expense Year") a statement setting forth (i) the amount Tenant paid as Rent for the applicable Expense Year, and (ii) the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year. If the amount Tenant paid as Rent for the applicable Expense Year exceeds the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year, then Landlord shall credit such difference on Tenant's next payment(s) of Rent. If the amount Tenant paid as Rent for the applicable Expense Year was less than the actual amount of Tenant's Share of Operating Expenses for the applicable Expense Year, then Tenant shall pay such difference as Additional Rent to Landlord on Tenant's next payment of Rent. Landlord's failure to furnish such statement for any Expense Year in a timely manner shall not prejudice Landlord from enforcing its rights hereunder. Even if the Lease term has expired and Tenant has vacated the Premises, if an excess or shortfall exists when the final determination is made, Tenant shall immediately pay or receive a credit of such excess or shortfall.

3.2.2 Items Included in Operating Expenses. Except as otherwise set forth herein, the term "Operating Expenses" includes all expenses, costs, and amounts of every kind that Landlord pays or incurs during any Expense Year because of or in connection with the ownership, operation, management, maintenance, or repair of the Corporate Campus (including the buildings thereon), including:

3.2.2.1 Tax expenses (except for excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's general or net income;

3.2.2.2 The cost of supplying utilities;

3.2.2.3 The cost of operating, managing, maintaining, and repairing utility, mechanical, sanitary, storm drainage, and elevators;

3.2.2.4 The cost of supplies and tools and of equipment, maintenance, and service contracts in connection with those systems;

3.2.2.5 The cost of providing telephone-related telecommunications services and equipment;

3.2.2.6 The cost of providing mail delivery services;

3.2.2.7 The cost of landscaping;

3.2.2.8 The cost of licenses, certificates, permits and inspections;

3.2.2.9 The cost of contesting the validity or applicability of government enactments that may affect the Operating Expenses;

3.2.2.10 The costs incurred in connection with the implementation and operation of a transportation program, if any;

3.2.2.11 The cost of insurance carried by Landlord in amounts reasonably determined by Landlord;

3.2.2.12 The cost of parking area maintenance, repair, and restoration, including resurfacing, repainting, restriping, and cleaning;

3.2.2.13 The cost of providing security in and around the Corporate Campus (including security for the buildings on the Corporate Campus), including but not limited to the installation, operation, and maintenance of security equipment and the wages, salaries, and other compensation and benefits of all persons engaged in providing security in and around the Corporate Campus;

3.2.2.14 The cost of building depreciation and common area furniture, fixtures, and equipment amortized over the useful life of such items including, but not limited to, such items located in the lobbies of the buildings and the corporate gym and cafeteria located on the ground floor of the buildings; and

3.2.2.15 Subject to the provisions of Section 3.2.3, below, the cost of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles consistently applied or otherwise ("Capital Items") amortized over the useful life of such items, including financing costs, if any, incurred by Landlord after the effective date of the Lease for any capital improvements installed or paid for by Landlord.

3.2.2.16 Any other costs of the Landlord included in the calculation of Operating Expenses for that calendar year and not otherwise specifically identified herein.

3.2.3 Items Excluded from Operating Expenses. Landlord and Tenant hereby expressly acknowledge and agree that the following items shall be excluded from the calculation of Operating Expense items:

3.2.3.1 Repairs or other work occasioned by the exercise of right of eminent domain;

3.2.3.2 Leasing commissions, attorneys' fees, costs and disbursements and other expenses, all of which are incurred in the connection with negotiations or disputes with Tenants, other occupants or prospective tenants;

3.2.3.3 Renovating or otherwise improving or decorating, painting or redecorating leased space for tenants or other occupants or vacant tenant space, other than ordinary maintenance provided to all tenants, except in all common areas;

3.2.3.4 Landlord's costs of electricity and other services sold separately to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge over and above the base rent and operating expense or other rental adjustments payable under the Lease with such tenant, and domestic water submetered and separately billed to tenants;

3.2.3.5 Expenses in connection with services or other benefits of a type which Tenant is not entitled to receive under the Lease but which are provided to another tenant or occupant;

3.2.3.6 Cost incurred due to violation by Landlord or any tenant of the terms and conditions of any Lease;

3.2.3.7 Interest on debt or amortization payments on any mortgage or mortgages and under any ground or underlying leases or lease with respect to the Premises;

3.2.3.8 Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord;

3.2.3.9 Any particular items and services for which Tenant otherwise reimburses Landlord by direct payment over and above Base Rent and Operating Expense adjustment, including but not limited to any services covered in any transition services agreement such as data management services, interexchange services (i.e., private line, paging, cellular), corporate voicemail, and electronic messaging services (i.e., Exchange 2000, Active directory, and SMTP routing and support);

3.2.3.10 Advertising and promotional expenditures;

3.2.3.11 Any expenses for which Landlord is compensated through proceeds of insurance;

3.2.3.12 Any and all costs arising from the release of hazardous materials or substances (as defined by applicable laws in effect on the date the Lease is executed) in or about the Premises, the Corporate Campus (including the buildings thereon), or the Land in violation of applicable law including, without limitation, hazardous substances in the ground water or soil, not placed by Tenant in the Premises, the buildings on the Corporate Campus, or the land on which the Corporate Campus is situated;

3.2.3.13 Costs incurred in connection with upgrading the Corporate Campus (including the buildings) to comply with violations of disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the effective date of the Lease, including, without limitation, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) ("ADA") and any penalties or damages incurred due to such non-compliance; provided, however, Tenant shall pay Tenant's share of the amortized costs incurred by Landlord to comply with ADA violations cited during the term of this Lease; and provided further however, Tenant shall bear one hundred percent (100%) of the costs associated with ADA violations cited with respect to alterations made by Tenant;

3.2.3.14 Any and all costs associated with the maintenance and operation of the data center located on the Corporate Campus provided, however, that Tenant shall pay Tenant's Share of landscaping and parking costs associated with such data center; and

3.2.3.15 Any and all costs associated with the telephone switch space leased by Landlord to Alltel Corporation, provided, however, that Tenant shall pay Tenant's Share of landscaping and parking costs associated with such space.

3.2.4 Cost Allocation Agreement. Without limiting the foregoing or any other provision of this Agreement, the Parties agree that they may from time to time enter into cost allocation agreements or other contractual arrangements with respect to the allocation of the operating costs of the buildings on the Corporate Campus as between Landlord, Tenant, and/or other parties.

3.3 AUDIT. Tenant shall have the right at all reasonable times within sixty (60) days after Landlord has provided Tenant with a statement of the actual Operating Expenses, and at its sole expense, to audit Landlord's books and records relating to this Lease for that Expense Year. Should such an audit disclose a discrepancy between actual Operating Expense and what Tenant paid for Tenant's Share of such Operating Expenses and such discrepancy is equal to or greater than two percent (2%), Landlord shall not only refund the discrepancy amount to Tenant but also pay for the actual cost of such audit upon being billed therefor by Tenant.

4. USE OF PREMISES. Tenant shall have the right to use and occupy the Premises for the purpose of general office. Landlord covenants and agrees that throughout the term of this Lease, Tenant shall be entitled to a reasonable number of parking spaces for its employees, customers and visitors.

5. QUIET ENJOYMENT. Landlord warrants to Tenant that Landlord is the owner of the Premises and the buildings that the Premises are located in on the Corporate Campus, and that Landlord may rightfully enter into this Lease. Landlord shall protect, defend and indemnify Tenant against any interference with Tenant's use and quiet enjoyment of the Premises.

6. TAXES. Landlord shall be responsible for the payment of all taxes assessed on the Premises during the Term, subject to Tenant's obligation to reimburse Landlord for Tenant's Share thereof, and Tenant shall be responsible for the payment of taxes assessed upon any of Tenant's personal property located on the Premises. Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any rent tax, sales tax or service tax generated as result of this Lease.

7. INSURANCE. Tenant shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, "other perils" insurance, and other insurance carried by Landlord on or with respect to the Premises. Tenant's pro rata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be additional rental due under this Lease. If the premiums should increase or decrease at any time, Tenant's pro rata share and Tenant's payments shall be appropriately adjusted.

7.1 LIABILITY INSURANCE. Tenant and Landlord shall each separately maintain at all times during the Initial Term and any Renewal Term and keep in force for their mutual benefit, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than $5,000,000 combined single limit. Such insurance may be covered under a blanket policy covering the Premises and other locations of Tenant or an affiliate corporation or entity. Certificates of all policies of insurance shall be delivered to the party requesting the certificates or parties designated by the party requesting the certificates upon written request.

7.2 WAIVER OF SUBROGATION. Both Tenant and Landlord agree to seek a waiver of subrogation clause from their respective insurers which establishes a waiver of the insurer's subrogation against Landlord or Tenant as the case may be for any property loss (real/personal property or improvements/betterments) caused by the other. Any policy or policies of insurance procured by Landlord or Tenant, covering direct or indirect property loss, shall include a waiver of subrogation clause in favor of the other party as the case may be.

8. UTILITIES. Landlord and Tenant agree that the Corporate Campus (including the buildings located thereon) is already connected for sewer, water, gas, and electricity. Subject to Tenant's obligations to pay Tenant's Share of the cost Landlord incurs in supplying utilities to the common areas, Tenant shall pay all utility expenses incurred by Tenant in connection with Tenant's use of the Premises (collectively, "Tenant's Utility Expenses"). In the event utility service is interrupted to the Premises due to the need for maintenance and repair to the utility lines, Landlord shall immediately commence restoration and repairs of the lines and conduits in order that said utility service shall be resumed at the earliest possible time. If Landlord shall fail to make such repairs after written notice from Tenant, Tenant may do so at Landlord's expense. Additionally, should there be an interruption in the utilities for more than 24 hours due to the Landlord's gross negligence, rent shall be abated until the utilities are restored.

9. MAINTENANCE AND REPAIRS. Structural portions of the Premises, including the roof, foundation, exterior walls and load bearing interior walls, shall be maintained and repaired by Landlord except to the extent repairs are made necessary by the acts of Tenant. Except for the repairs and maintenance Landlord is specifically obligated to make under this Section, Tenant shall maintain and keep the entire Premises including all partitions, doors, ceiling, fixtures, equipment and appurtenances thereof in good order, condition and repair, reasonable wear and tear excepted at the sole expense of Tenant. To the extent an HVAC system serves the Premises exclusively, Tenant shall be responsible for maintaining an HVAC service contract for routine filter changing and general upkeep. Landlord may disapprove the contractor, provided however, its approval may not be unreasonably withheld, conditioned or delayed.

10. COMMON AREA MAINTENANCE. Landlord shall keep the common area in good repair during the term or extension thereof, reasonable wear and tear excepted.

11. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the right at any time throughout the term of this Lease and any extensions hereof, to make or cause to be made, any alterations, additions, or improvements, or install or cause to be installed any trade fixture, signs, floor covering, interior or exterior painting or lighting, plumbing fixtures, shades or awnings, as Tenant may deem necessary or suitable with Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Upon the expiration of the Initial Term of this Lease, Tenant shall have the option to remove such alterations, decorations, additions or improvements made by it, provided any damage to Premises resulting from such removal is repaired. Also, upon the expiration of the Initial Term of this Lease, Tenant if requested by Landlord shall remove any signs and repair any damages to the Premises resulting from such removal. During the term, Tenant shall not make any alterations, additions, improvements, non-cosmetic changes or other material changes to the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall be permitted to make Minor Alterations (as defined below) without Landlord's prior written consent. Minor Alterations, as used herein, shall be defined as any alterations, improvements, etc. made to the Premises (excluding the facade thereof) which do not affect the structure of the buildings, their systems or equipment. If Landlord approves any alterations, additions, improvements, etc., Landlord shall notify Tenant, in writing, along with Landlord's approval notice, of whether Tenant shall, upon termination of this Lease, either: (i) remove any such alterations or additions and repair any damage to the Premises (or the buildings in which the Premises are located) occasioned by their installation or removal and restore the Premises to substantially the same condition as existed prior to the time when any such alterations or additions were made, or (ii) reimburse Landlord for the cost of removing such alterations or additions and the restoration of the Premises.

12. FIRE OR CASUALTY. If more than twenty-five percent (25%) of the Premises or the use, occupancy or access to or of the Premises shall be destroyed in whole or in part by fire or other casualty, Tenant may in its reasonable discretion terminate this Lease. If less than twenty-five percent (25%) of the Premises shall be destroyed in whole or in part by fire or casualty, the Rent due during the remainder of the Lease term shall be reduced in proportion to the area destroyed, effective on the date of the casualty. Within thirty (30) days after the date of a fire or other casualty, Landlord must inform Tenant if the Premises and the buildings in which the Premises are located will be rebuilt. If the Premises is to be rebuilt and Tenant elects not to terminate the

Lease, the Premises (including the office buildings in which the Premises are located, must be rebuilt and ready for occupancy within ninety (90) days of date of fire or other casualty. Landlord and Tenant agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the Premises or contents thereof when such loss is caused by any perils included within, and covered by, standard fire and extended coverage insurance policy of the state of Florida. This agreement shall be binding whether or not such damage or destruction is caused by negligence of either party or their agents, employees or visitors. Landlord agrees to carry fire and extended coverage to the extent required by its lender, and if there is no lender, in an amount satisfactory to Landlord.

13. EMINENT DOMAIN. If more than twenty-five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if the owner elects to convey title to the condemnor by a deed in lieu of condemnation, then Tenant may in its discretion terminate the Lease and be relieved from further liability hereunder. If less than twenty -five percent (25%) of the Premises (or the use, occupancy or access to or of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Tenant elects not to terminate this Lease, the Rent due during the remainder of the Lease term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority; provided, however, that in the event Tenant cannot reasonably operate its business at the Premises due to such partial taking, Tenant shall be permitted to terminate this Lease by written notice to Landlord.

14. TENANT'S DEFAULT.

14.1 Any other provisions in this Lease notwithstanding, it shall be an event of default ("Event of Default") under this Lease if: (i) Tenant fails to pay any installment of rent or any other sum payable by Tenant hereunder when due and such failure continues for a period of ten (10) days after written notice from Landlord to Tenant that such payment has not been received, or (ii) Tenant fails to observe or perform any other material covenant or agreement of Tenant herein contained and such failure continues after written notice given by or on behalf of Landlord to Tenant for more than thirty (30) days, provided, however, that if such non-monetary Event of Default by Tenant cannot reasonably be cured within such thirty (30) day period, and provided further that Tenant is proceeding with due diligence to effect a cure of said Event of Default, no Event of Default hereunder shall be declared by Landlord if Tenant continues to proceed with diligence to cure said Event of Default, but in no event shall such cure period extend beyond ninety (90) days following notice from Landlord of such violation, default or breach, or (iii) Tenant files a petition commencing a voluntary case, or has filed against it a petition commencing an involuntary case, under the Federal Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or under any similar law, or files or has filed against it a petition or answer in bankruptcy or for reorganization or for an arrangement pursuant to any state bankruptcy law or any similar state law, and, in the case of any such involuntary action, such action shall not be dismissed, discharged or denied within sixty (60) days after the filing thereof, or Tenant consents or acquiesces in the filing thereof, or (iv) a custodian, receiver, trustee or liquidator of Tenant or of all or substantially all of Tenant's property or of the Premises shall be appointed in any proceedings brought by or against Tenant and, in the latter case, such

entity shall not be discharged within sixty (60) days after such appointment or Tenant consents to or acquiesces in such appointment, or (v) Tenant shall generally not pay Tenant's debts as such debts become due, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due. The notice and grace period provisions in clauses (i) and (ii) above shall have no application to the Events of Default referred to in clauses (iii) through (v) above.

14.2 If Tenant shall fail to make any payment of rent when due or if Tenant shall fail to keep and perform any express written covenant of this Lease and shall continue in default for a period of ten (10) days after Tenant has received written notice of such default and demand of performance from Landlord, Landlord may commence judicial proceedings, provided, however, if any default shall occur (other than in the payment of rent) which cannot be cured within a period of thirty (30) days and Tenant, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate such default and proceeds diligently to take steps to cure the same, Landlord shall not have the right to declare the term ended by reason thereof for an additional period of sixty (60) days.

14.3 In the event of any such Event of Default, Landlord at any time thereafter may at its option exercise any remedies available to Landlord at law or in equity, including, without limitation, one or more of the following remedies:

(i) Termination of Lease. Landlord may terminate this Lease, by written notice to Tenant, without any right by Tenant to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination Tenant shall immediately surrender possession of the Premises to Landlord, and Landlord shall immediately become entitled to receive from Tenant an amount equal to the difference between the aggregate of all rent reserved under this Lease for the balance of the Initial Term or Renewal Term, as the case may be, and the fair rental value of the Premises for that period, determined as of the date of such termination, and reduced by the amount Landlord may obtain upon reletting, discounted to present value at the rate of ten percent (10%).

(ii) Reletting. With or without terminating this Lease, as Landlord may elect, Landlord may, by summary proceedings, re-enter and repossess the Premises, or any part thereof, and lease them to any other person upon such terms as Landlord shall deem reasonable, for a term within or beyond the term of this Lease; provided, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (i) all rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's actual expenses, attorneys' fees, employees' expenses, reasonable alteration costs, expenses of preparation for such reletting and all other actual costs and expenses incurred as a result of Tenant's breach of this Lease. Landlord shall use commercially reasonable efforts to relet the Premises. If the Premises are at the time of default sublet or leased by Tenant to others, Landlord may, as Tenant's agent, collect rents due from any subtenant or other tenant and apply such rents to the rent and other amounts due hereunder without in any way affecting Tenant's obligation to Landlord hereunder.

(iii) Injunction. In the event of breach by either party of any provision of this Lease, the other party shall have the right of injunction and the right to invoke any remedy allowed at law or in equity in addition to other remedies provided for herein.

(iv) No Exclusive Right. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(v) Expenses. In the event that either Landlord or Tenant exercises any of the remedies provided herein, the wrongful party shall pay to the other all actual expenses incurred in connection therewith, including reasonable attorneys' fees.

15. LANDLORD'S DEFAULT. If Landlord shall be in default or shall fail or refuse to perform or comply with any of his obligations under this Lease and shall continue in default for a period of thirty (30) days after Tenant has given Landlord written notice of such default and demand of performance, Tenant may remedy the same and deduct the cost thereof from subsequent installments of rent or terminate the Lease and recover from Landlord any and all damages Tenant may have incurred due to such default or failure. Upon any default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity.

16. ASSIGNMENT AND SUB-LETTING. Tenant shall not have the right to assign, sublet, transfer, or encumber this Lease or its rights hereunder or any part thereof at any time without the Landlord's prior written consent, except for the Permitted Transfers (defined below). A "Permitted Transfer" means an assignment or sublet to (i) any entity controlled by, controlling, or under common control with Tenant (a "Tenant Affiliate") or a Tenant Affiliate, or (ii) any entity with which Tenant or a Tenant Affiliate may merge or consolidate, which acquires all or substantially all of the assets or shares of stock of Tenant or a Tenant Affiliate, or (iii) any entity that is the successor in the event of a reorganization. In instances other than Permitted Transfers, Landlord agrees not to withhold or delay its written consent if to do so would be commercially unreasonable. In the event of any assignment of this Lease by Tenant, Tenant shall not be and is not relieved of any liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after said assignment; provided, however that the Tenant's assignee assumes all obligations of Tenant hereunder and attorns to Landlord for such obligations. Landlord may assign this Lease in connection with the sale or financing of the Demised Premises provided that (i) no such assignment may impose upon Tenant any obligations greater than set forth in the Lease; and (ii) Landlord gives notice to Tenant within thirty (30) days following the effective date of the assignment which contains the assignee's name, address, telephone number, and the name of the individual handling the affairs relating to this Lease. Any rents received by Landlord hereunder, which in fact belong to the assignee of Landlord, shall be held in trust by Landlord and forwarded immediately to the assignee of Landlord. In the event of any assignment or sublease, Tenant shall remain responsible for the payment of rent and for the performance of all terms, covenants and conditions undertaken by Tenant pursuant to this Lease unless otherwise agreed to by Landlord in writing.

17. HOLDING OVER. In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Lease, Tenant shall occupy the Premises from month to month at a rental rate of 150% of the applicable rental rate during the last month of the term, subject to all of the covenants of this Lease insofar as consistent with such a tenancy. The provisions of this Section 17 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

18. SIGNAGE. Landlord and Tenant hereby agree that Tenant shall retain, throughout the term of the Lease, the signage rights it presently has on the exterior of the buildings on the Corporate Campus, the monument signage at Riverside Avenue, directory and suite entry signage. Landlord and Tenant agree that the only other signage that may appear on the exterior of the buildings on the Corporate Campus and on the exterior monument signage during the term hereof shall be that of Landlord or Tenant. Landlord and Tenant agree that any proposed change of the monument and building signage from that existing on the Commencement Date of this Lease shall require the mutual agreement of both Landlord and Tenant. If the parties are unable to reach agreement on any such proposed change to the monument or building signage, then the matter shall be referred to (i) so long as the Executive Chairman of each of Landlord and Tenant are the same individual, to the Executive Chairman, (ii) if the Executive Chairman of each of Landlord and Tenant are not the same individual, then to the Chief Executive Officers of each of Landlord and Tenant.

19. HAZARDOUS MATERIALS. Landlord and Tenant agree to indemnify and hold harmless the other from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the lease term from or in connection with the presence or suspected presence of hazardous substances in, on or beneath the Premises, unless the hazardous substances are present as the result of negligence, willful misconduct or other acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation by a federal, state or local agency or political subdivision, unless the hazardous substances are present solely as the result of negligence, willful misconduct or other acts of the party otherwise so indemnified, its agents, employees, contractors or invitees. This indemnification shall specifically include any and all costs due to hazardous substances which flow, diffuse, migrate or percolate into, onto or under the Premises after the Commencement Date. Each of the parties agrees to comply with all laws, codes, rules, and regulations of the United States and the State of Florida. Tenant agrees that it will not store, keep, use, sell, dispose of or offer for sale in, upon or from the Premises any article or substance which may be prohibited by any insurance policy in force from time to time covering the buildings in which the Premises are located, nor shall Tenant keep, store, produce or dispose of on, in or from the Premises or the buildings in which the Premises are located any substance which may be deemed a hazardous substance or infectious waste under any state, local or federal rule, statute, law, regulation or ordinance as may be promulgated or amended from time to time. As used herein, "hazardous substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the state in which the Premises is located, or the United States government or poses a threat to human health or the environment, and includes any and all material and substances which are defined as "hazardous waste", "toxic substances" or a

"hazardous substance" pursuant to state, federal or local governmental law, including, but not restricted to, asbestos, polychlorobiphenyls and petroleum.

20. AMERICANS WITH DISABILITIES ACT. Each of Landlord and Tenant represents and warrants that any alterations, modifications, upfit or construction performed by it shall be performed in compliance with the ADA.

21. SUBORDINATION. Subject to the covenant given by Landlord in this paragraph to obtain nondisturbance and attornment agreements with any mortgage or beneficiary of a deed of trust encumbering the property, Tenant agrees that this Lease is and shall remain subject and subordinate to any mortgage given by Landlord on the property or the buildings in which the Premises are located, and Landlord's interest in this Lease may be assigned as security for any present and future mortgages or deeds of trust attaching the property and all renewals, modifications, replacements and extensions thereof. However, Landlord shall enter only into financing and mortgage agreements which allow Tenant to retain its leasehold interest in the Premises provided Tenant is not in default under this Lease and which obligates Tenant to abide by all the terms, covenants and conditions of this Lease in the event the mortgagee takes title to the Premises through foreclosure or accepts a deed in lieu of foreclosure. At any time and from time to time upon not less than fifteen (15) days' prior notice by Landlord to Tenant, Tenant shall, without charge, execute, acknowledge and deliver to Landlord a statement prepared by Landlord, in a form for Tenant to fill in and sign, certifying whether (i) this lease is unmodified and in full force and effect (or if there have been modifications, whether the same is in full force and effect as modified and stating the modifications), (ii) the Term has commenced and Base Rent and Additional Rent have become payable hereunder and, if so, the dates to which they have been paid, (iii) whether or not, to the knowledge of the signer of such certificate, Landlord is in default in performance of any of the terms of this Lease and, if so, specifying each such default of which the signer may have knowledge, (iv) Tenant has accepted possession of the Premises, (v) Tenant has made any claim against Landlord under this Lease and, if so, the nature thereof and the dollar amount, if any, of such claim, (vi) Tenant then claims any offsets or defenses against enforcement of any of the terms of this Lease upon the part of Tenant to be performed, and, if so, specifying the same, and (vii) such further information with respect to the Lease or the Premises as Landlord may reasonably request. Any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Premises or any part thereof or of the interest of Landlord in any part thereof, by any mortgagee or prospective mortgagee thereof, by any lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof.

22. ATTORNEY'S FEES. In connection with any litigation arising out of this Lease, the prevailing party, Tenant or Landlord, shall be entitled to recover all costs incurred, including reasonable attorney's fees.

23. LIMITATION ON LIABILITY. Neither party is liable to the other for under this lease for any special, incidental, punitive or consequential damages of any kind or nature, including, without limitation, any lost profits or loss of business. Notwithstanding anything to the contrary, Landlord is not liable for flood water damage unless Landlord is grossly negligent or willful misconduct. Landlord shall not be liable to Tenant or to Tenant's employees, agents or invitees, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of

property on or about the Premises or the common area caused by the negligence, acts or omissions, or misconduct of Tenant, its employees, or of any other person entering the buildings in which the Premises are located under the express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this Lease or resulting from any other cause whatsoever, except Landlord's gross negligence; and Tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, cost, expense or claims arising out of any such damage or injury.

24. SERVICES PROVIDED BY LANDLORD.

24.1 SECURITY. Tenant shall adhere to Landlord's security procedures as they pertain to the Premises. This may include, but not be limited to, proper display of security badges, maintaining accurate employee access rosters, and assisting Landlord in the investigation of security related matters. Landlord agrees to provide Tenant with the same security services that Landlord provides throughout the Corporate Campus, subject to Tenant's compliance with Landlord's security procedures and subject to Tenant's obligation to pay Tenant's share of the cost thereof.

24.2 MAIL SERVICES. Landlord covenants and agrees that throughout the term of this Lease Landlord shall provide Tenant with mail delivery services within the Corporate Campus.

25. MEMORANDUM OF LEASE. Tenant shall not record this Lease or a Memorandum of Lease.

26. NOTICES. All notices, demands or requests which may be given by either party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via telefax or electronic transmission (provided that in any such case, such telefax or electronic transmission is immediately thereafter confirmed by telephone), or on the next business day if sent by overnight courier, and in each case addressed as set forth below:

LANDLORD: Fidelity Information Services, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Fred Parvey, Executive Vice President
Phone: 904-854-5279

TENANT: Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Ed Dewey, Executive Vice President
Phone: 904-854-8116

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

27. MISCELLANEOUS.

27.1 SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns.

27.2 GOVERNING LAW. This Lease shall be construed under the laws of the State of Florida, without application of the conflict of law provisions thereof.

27.3 MERGER CLAUSE. This Lease contains the entire agreement between Landlord and Tenant regarding the Premises which are the subject of this Lease and may only be altered by a written agreement executed by both Landlord and Tenant. Without limiting the foregoing, the parties expressly acknowledge that this Agreement, together with the Exhibits and Schedules hereto, is intended to amend and restate the Prior Lease Agreement in its entirety, and upon the effectiveness of this Agreement, the Prior Lease Agreement shall be deemed to have been superseded and replaced in its entirety by this Agreement.

27.4 SEVERABILITY. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

27.5 FORCE MAJEURE. In the event the performance by either party of any of its obligations hereunder, except with the respect of payment of money, is delayed by reason of an act of God, strike, governmental restrictions, war, terrorist threats or acts, or any other cause, similar or dissimilar, beyond the reasonable control of the party from whom such performance is due, the period for the commencement of completion thereof shall be extended for a period equal to the period during which performance is so delayed.

27.6 COUNTERPARTS. The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

27.7 NO PARTNERSHIP CREATED. The Landlord and Tenant are not and shall not be considered joint venturers, not partners, and neither shall have power to bind or obligate the other except as set forth herein.

27.8 HEADINGS. The titles to the paragraphs of this Lease are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Lease, nor in any way affect this Lease.

27.9 MODIFICATION. No modifications, alterations, or amendments of this Lease or any agreements in connection therewith shall be binding or valid unless in writing and duly executed by both Landlord and Tenant.

27.10 EFFECTIVENESS. Notwithstanding the date hereof, this Agreement shall become effective as of the date and time that the merger becomes effective pursuant to the terms of the Merger Agreement.

[signature page to follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year above first written.

LANDLORD:

FIDELITY INFORMATION SERVICES, INC.,
an Arkansas corporation

By /s/ Michael L. Gravelle
---
Michael L. Gravelle
Senior Vice President

TENANT:

FIDELITY NATIONAL TITLE GROUP, INC.,
a Delaware corporation

By /s/ Anthony J. Park
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Anthony J. Park
Executive Vice President and Chief Financial Officer

**Exhibit 99.8**

## UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

On June 25, 2006, Fidelity National Title Group, Inc., referred to herein as FNT or New FNF, entered into a securities exchange and distribution agreement with Fidelity National Financial, Inc., referred to as FNF, as amended and restated as of September 18, 2006, under which FNF agreed to transfer substantially all of its assets (other than its ownership interest in Fidelity National Information Services, Inc., referred to FIS, and FNF Capital Leasing, Inc., referred to as FNF Leasing) in exchange for the assumption by FNT of certain liabilities of FNF and shares of FNT's Class A Common Stock, par value $0.0001 per share. At the same time that FNF and FNT entered into the securities exchange and distribution agreement, FNF and FIS entered into an agreement and plan of merger, which provided that following the distribution under the securities exchange and distribution agreement, FNF would merge with and into FIS. As a result of the completion of the merger, on November 9, 2006, FNF's separate corporate existence ceased and FIS was the surviving corporation.

Acquisitions among entities under common control are not considered business combinations and are to be accounted for at historical cost in accordance with *EITF 90-5, Exchanges of Ownership Interests between Enterprises under Common Control.* Furthermore, the substance of the proposed transactions and the merger is effectively a reverse spin-off of FIS by FNF in accordance with *EITF 02-11, Accounting for Reverse Spinoffs.* Accordingly, the historical financial statements of FNF will become those of FNT; however, the criteria to account for FIS as discontinued operations as prescribed by *SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets* will not be met. This is primarily due to the continuing involvement of FNT with FIS and significant influence that FNT will have over FIS through common board members, common senior management and continuing business relationships. It is expected that FIS will continue to be included in FNF's consolidated financial statements through October 24, 2006.

The following unaudited combined pro forma financial statements present FNF's historical financial statements and adjusts them as if FNF were no longer reporting FIS in its consolidated balance sheet and results of operations. The unaudited pro forma combined statements of continuing operations for the years ended December 31, 2005, 2004 and 2003, and the nine month periods ended September 30, 2006 and 2005, are presented as if the reverse spin-off of FIS by FNF had been completed on January 1, 2005 and do not include expenses of approximately $18 million expected to be incurred in order to effect the proposed transactions, including fees paid to investment bankers, external legal counsel and external accountants. The unaudited pro forma combined balance sheet as of September 30, 2006, is presented as if the reverse spin-off of FIS by FNF had been completed as of September 30, 2006. These pro forma financial statements do not reflect adjustments related to the merger of FNF Leasing with and into a subsidiary of FIS, which occurred on October 26, 2006. The financial condition and results of operations of FNF Leasing are not material with respect to the unaudited combined pro forma financial statements. Total assets of FNF Leasing were $100.6 million, or 1.4% of pro forma total assets, at September 30, 2006, and $69.8 million at December 31, 2005. Pretax income was $0.8 million, or less than 1% of pro forma pretax income, for the nine months ended September 30, 2006, and $1.3 million or less than 1% of pro forma pretax income, for the year ended December 31, 2005.

These unaudited pro forma combined financial statements should be read in conjunction with FNF's consolidated financial statements and accompanying notes incorporated by reference. The unaudited pro forma combined financial statements are not necessarily indicative of the results of operations or financial condition of FNT after the proposed transactions that would have been reported had the proposed transactions been completed as of the dates presented, and are not necessarily representative of the future consolidated results of operations or financial condition of FNT.

[Tables appear on the following pages]

**New FNF**
**Unaudited Pro Forma Combined Balance Sheet**
**as of September 30, 2006**
**(In thousands)**

| | Historical FNF | FIS Pro Forma Adjustments(1) | Other Pro Forma Adjustments | Notes | Pro Forma |
|---|---|---|---|---|---|
| | (In thousands) | | | | |
| **ASSETS:** | | | | | |
| Investments | $ 4,327,988 | $ 224,555 | $ — | | $4,103,433 |
| Cash and cash equivalents | 806,303 | 122,406 | — | | 683,897 |
| Trade receivables, net | 766,393 | 553,720 | — | | 212,673 |
| Goodwill | 4,861,734 | 3,787,382 | (73,555) | (2) | 1,147,907 |
| Prepaid expenses and other assets | 1,014,170 | 641,461 | — | | 372,709 |
| Capitalized software | 704,567 | 626,499 | — | | 78,068 |
| Title plants | 325,340 | 6,060 | — | | 319,280 |
| Property and equipment, net | 529,433 | 299,448 | — | | 229,985 |
| Other intangible assets | 1,179,126 | 1,082,802 | — | | 96,324 |
| | $ 14,515,054 | $ 7,344,333 | $ (73,555) | | $7,244,276 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY:** | | | | | |
| Liabilities: | | | | | |
| Accounts payable and accrued liabilities | $ 1,591,636 | $ 664,472 | $ — | | $ 927,164 |
| Deferred revenue | 516,612 | 388,380 | — | | 128,232 |
| Notes payable | 3,524,126 | 2,868,832 | — | | 655,294 |
| Reserve for claim losses | 1,203,792 | 7,099 | — | | 1,196,693 |
| Secured trust deposits | 875,317 | — | — | | 875,317 |
| Deferred tax liability | 337,490 | 302,397 | — | | 35,093 |
| Payable to Related party | — | (4,943) | — | | 4,943 |
| Income taxes payable | 68,226 | 47,845 | — | | 20,381 |
| | 8,117,199 | 4,274,082 | — | | 3,843,117 |
| Minority interests | 1,907,183 | 12,706 | 1,869,441 | (3) | 25,036 |
| Stockholders' equity | 4,490,672 | 3,057,545 | (1,942,996) | | 3,376,123 |
| | $ 14,515,054 | $ 7,344,333 | $ (73,555) | | $7,244,276 |

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

**New FNF**
**Unaudited Pro Forma Combined Statement of Continuing Operations**
**For the Nine Months Ended September 30, 2006**
**(In thousands, except per share data)**

| | Historical FNF | FIS Pro Forma Adjustments(1) | Other Pro Forma Adjustments | Notes | Pro Forma |
|---|---|---|---|---|---|
| Total revenue | $7,634,090 | $ (3,010,364) | $ 170,653 | (2) | $4,794,379 |
| Personnel costs | 2,632,935 | (1,245,945) | 17,795 | (3) | |
| | | | 3,860 | (4) | 1,408,645 |
| Other operating expenses | 1,706,137 | (1,011,725) | 94,417 | (4) | 788,829 |
| Agent commissions | 1,537,489 | — | 58,441 | (5) | 1,595,930 |
| Depreciation and amortization | 404,770 | (318,304) | — | | 86,466 |
| Provision for claim losses | 357,210 | (425) | — | | 356,785 |
| Interest expense | 183,536 | (141,930) | — | | 41,606 |
| Total expenses | 6,822,077 | (2,718,329) | 174,513 | | 4,278,261 |
| Earnings before income taxes and minority interests | 812,013 | (292,035) | (3,860) | | 516,118 |
| Income tax expense | 302,069 | (108,109) | (1,436) | | 192,524 |
| Earnings before minority interests | 509,944 | (183,926) | (2,424) | | 323,594 |
| Minority interest expense | 143,381 | 41 | (141,184) | (6) | 2,238 |
| Net income | $ 366,563 | $ (183,967) | $ 138,760 | | $ 321,356 |
| Net income per share — basic | $ 2.09 | | | | $ 1.47 |
| Pro forma weighted average shares — basic | 175,119 | | | | 218,741(7) |
| Net income per share — diluted | $ 2.02 | | | | $ 1.45 |
| Pro forma weighted average shares — diluted | 180,123 | | | | 222,130(7) |

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

**Unaudited Pro Forma Combined Statement of Continuing Operations**
**for the Year Ended December 31, 2005**

| | Historical FNF | FIS Pro Forma Adjustments(1) | Other Pro Forma Adjustments | Pro Forma |
|---|---|---|---|---|
| | (In thousands, except per share data) | | | |
| Total revenue | $9,668,938 | $ 2,776,245 | $ 195,713(2) | $7,088,406 |
| Personnel costs | 3,224,678 | 1,276,557 | 5,147(3) | 1,953,268 |
| Other operating expenses | 1,716,711 | 751,282 | 114,878(4) | 1,080,307 |
| Agent commissions | 2,060,467 | — | 80,835(5) | 2,141,302 |
| Depreciation and amortization | 406,259 | 299,637 | — | 106,622 |
| Provision for claim losses | 480,556 | 1,928 | — | 478,628 |
| Interest expense | 172,327 | 126,778 | — | 45,549 |
| Total expenses | 8,060,998 | 2,456,182 | 200,860 | 5,805,676 |
| Earnings before income taxes and minority interests | 1,607,940 | 320,063 | (5,147) | 1,282,730 |
| Income tax expense | 573,391 | 119,063 | (1,835) | 452,493 |
| Earnings before minority interests | 1,034,549 | 201,000 | (3,312) | 830,237 |
| Minority interest expense | 70,443 | 4,450 | (63,465)(6) | 2,528 |
| Net income | $ 964,106 | $ 196,550 | $ 60,153 | $ 827,709 |
| Net income per share — basic | $ 5.56 | | | $ 3.78 |
| Pro forma weighted average shares — basic | 173,475(7) | | | 218,729(7) |
| Net income per share — diluted | $ 5.55 | | | $ 3.73 |
| Pro forma weighted average shares — diluted | 173,647(7) | | | 220,029(7) |

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

**Unaudited Pro Forma Combined Statement of Continuing Operations**
**for the Year Ended December 31, 2004**

| | Historical FNF | FIS Pro Forma Adjustments(1) | Other Pro Forma Adjustments | Pro Forma |
|---|---|---|---|---|
| | (In thousands, except per share data) | | | |
| Total revenue | $8,296,002 | $ 2,345,633 | $ 212,855(2) | $6,163,224 |
| Personnel costs | 2,786,297 | 1,073,395 | — | 1,712,902 |
| Other operating expenses | 1,599,124 | 719,770 | 118,559(4) | 997,913 |
| Agent commissions | 2,028,926 | — | 94,296(5) | 2,123,222 |
| Depreciation and amortization | 338,434 | 238,400 | — | 100,034 |
| Provision for claim losses | 311,916 | 133 | — | 311,783 |
| Interest expense | 47,214 | 4,496 | — | 42,718 |
| | 7,111,911 | 2,036,194 | 212,855 | 5,288,572 |
| Earnings from continuing operations before income taxes and minority interests | 1,184,091 | 309,439 | — | 874,652 |
| Income tax expense | 438,114 | 116,350 | — | 321,764 |
| Earnings from continuing operations before minority interest | 745,977 | 193,089 | — | 552,888 |
| Minority interest expense | 5,015 | 3,673 | — | 1,342 |
| Net income | $ 740,962 | $ 189,416 | $ — | $ 551,546 |
| Earnings per share from continuing operations — basic | $ 4.28 | | | $ 3.19 |
| Weighted average shares — basic | 172,951(8) | | | 172,951(8) |
| Earnings per share from continuing operations — diluted | $ 4.28 | | | $ 3.19 |
| Weighted average shares — diluted | 172,951(8) | | | 172,951(8) |

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

**Unaudited Pro Forma Combined Statement of Continuing Operations**
**for the Year Ended December 31, 2003**

| | Historical FNF | FIS Pro Forma Adjustments(1) | Other Pro Forma Adjustments | Pro Forma |
|---|---|---|---|---|
| | (In thousands, except per share data) | | | |
| Total revenue | $7,715,215 | $ 1,828,750 | $ 269,163(2) | $6,155,628 |
| Personnel costs | 2,465,026 | 723,781 | — | 1,741,245 |
| Other operating expenses | 1,448,133 | 603,927 | 44,463(4) | 888,669 |
| Agent commissions | 1,823,241 | — | 224,700(5) | 2,047,941 |
| Depreciation and amortization | 227,937 | 143,958 | — | 83,979 |
| Provision for claim losses | 287,136 | — | — | 287,136 |
| Interest expense | 43,103 | 1,569 | — | 41,534 |
| | 6,294,576 | 1,473,235 | 269,163 | 5,090,504 |
| Earnings from continuing operations before income taxes and minority interests | 1,420,639 | 355,515 | — | 1,065,124 |
| Income tax expense | 539,843 | 137,940 | — | 401,903 |
| Earnings from continuing operations before minority interests | 880,796 | 217,575 | — | 663,221 |
| Minority interest | 18,976 | 14,518 | — | 4,458 |
| Net income | $ 861,820 | $ 203,057 | $ — | $ 658,763 |

See accompanying notes to Unaudited Pro Forma Combined Financial Statements

## Notes to Unaudited Pro Forma Combined Financial Statements

### Notes to Unaudited Pro Forma Combined Balance Sheet as of September 30, 2006

This combined balance sheet includes the historical balance sheet of FNF and removes the historical balance sheet of FIS and FNF's minority interest liability related to FIS and FNT as though the merger had occurred on September 30, 2006.

(1) This column represents the historical balance sheet of FIS as included in FNF's consolidated balance sheet as of September 30, 2006.

(2) This amount represents an excess of FIS' historical goodwill balance related to Certegy over that recorded at FNF. In connection with the merger of FIS and Certegy, FNF's basis is $73.6 million lower than it would have been if FNF had applied purchase accounting to all stockholders' interests. This basis difference was recorded as a reduction of goodwill and minority interests in FNF's consolidation.

(3) This represents the elimination of FNF's minority interest liability balance relating to FIS and FNT of $1,418.2 million and $451.2 million, respectively, which was carried on FNF's balance sheet as of September 30, 2006.

### Notes to Unaudited Pro Forma Combined Statements of Continuing Operations for the Nine Months Ended September 30, 2006 and Years Ended December 31, 2005, 2004 and 2003

These combined statements of continuing operations include the historical statements of continuing operations of FNF and remove the results of operations of FIS and FNF minority interest expense relating to FIS and FNT as though the transaction had occurred on January 1, 2005.

(1) This column represents the historical results of operations of FIS as included in FNF's consolidated results of operations for the periods presented.

(2) This represents the intercompany revenues relating to various agreements recorded on FIS's income statement that had already been eliminated from the consolidated results of operations of FNF. These revenues amounted to $170.7 million for the nine months ended September 30, 2006 and $195.7 million, $212.9 million, and $269.2 million for the years ended December 31, 2005, 2004, and 2003, respectively.

(3) This represents the compensation expense relating to the restricted stock granted immediately following the proposed transactions. At the closing, FNT granted 785,000 shares of restricted stock to certain executive officers and directors which will vest over 3 years. Total expense based on FNT's closing market value of $19.67 per share is $15.4 million and is recorded as a pro forma adjustment of $5.1 million for the year ended December 31, 2005 and $3.9 million for the nine months ended September 30, 2006.

(4) This represents the intercompany expenses related to various agreements that were eliminated in the consolidated results of operations of FNF, but will be third-party expenses subsequent to the transaction. These expenses amounted to $98.3 million for the nine months ended September 30, 2006 and $114.9 million, $118.6 million, and $44.5 million for the years ended December 31, 2005, 2004 and 2003, respectively.

(5) This represents the additional agent commissions paid by FNF to FIS that were previously eliminated in the consolidated results of FNF, but will be a third-party expense subsequent to the transaction. These commissions amounted to $58.4 million in the nine months ended September 30, 2006 and $80.8 million, $94.3 million, and $224.7 million in the years ended December 31, 2005, 2004, and 2003, respectively.

(6) This represents the elimination of the minority interest expense recorded by FNF relating to its earnings in FIS and FNT of $44.8 million and $18.7 million for the year ended December 31, 2005 and $88.0 million and $53.2 million for the nine months ended September 30, 2006.

(7) Amounts in the Historical FNF column represent FNT historical weighted average shares for the nine months ended September 30, 2006 and the year ended December 31, 2005. Amounts in the Pro Forma column have been calculated as follows:

| | Nine Months Ended September 30, 2006 | Year Ended December 31, 2005 |
|---|---|---|
| Historical weighted average shares — basic | 173,475 | 173,463 |
| Additional shares issued | 45,266 | 45,266 |
| Pro forma weighted average shares — basic | 218,741 | 218,729 |
| Historical weighted average shares — diluted | 173,648 | 173,575 |
| Additional shares issued | 45,266 | 45,266 |
| Additional dilution from options assumed | 2,591 | 2,792 |
| Additional dilution from restricted stock | 625 | 396 |
| | 222,130 | 222,029 |

(8) Pro forma weighted average shares for the year ended December 31, 2004 have been calculated using the number of outstanding shares of FNF common stock as of a date prior to FNF's distribution of FNT stock on October 18, 2005.