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):
October 24, 2013

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

001-32630
(Commission File Number)

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

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

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

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

On October 24, 2013, Fidelity National Financial, Inc. (“FNF”) entered into a bridge loan commitment letter (the “Bridge Loan Commitment Letter”) with Merrill Lynch, Pierce, Fenner & Smith Incorporated, Bank of America, N.A. (“Bank of America”), J.P. Morgan Securities LLC and JPMorgan Chase Bank, N.A. The Bridge Loan Commitment Letter provides for up to an $800 million short-term loan facility (the “Bridge Facility”). The proceeds of the loans under the Bridge Facility will be used to fund, in part, the cash consideration for the acquisition of (the “Merger”) of Lender Processing Services, Inc. (“LPS”) and pay certain costs, fees and expenses in connection with the Merger. Pursuant to the Bridge Loan Commitment Letter, FNF will execute a promissory note in favor of the Bridge Facility lenders on the closing date of the Merger that will evidence the terms of the Bridge Facility (including by incorporating by reference applicable terms from the Amended Term Loan Agreement referred to below).

The Bridge Facility will mature on the second business day following the funding thereof and will require no scheduled amortization payments. Borrowings under the Bridge Facility will bear interest at a rate equal to the highest of (i) the Bank of America prime rate, (ii) the federal fund effective rate from time to time plus 0.5% and (iii) the one month adjusted London interbank offered rate plus 1.0%. Other than as set forth in this paragraph, the terms of the Bridge Facility will be substantially the same as the terms of the Amended Term Loan Agreement.

Also on October 24, 2013, FNF entered into amendments to amend (i) its existing $800 million third amended and restated credit agreement (the “Existing Revolving Credit Agreement”), dated as of June 25, 2013, with Bank of America, N.A., as administrative agent, the other agents party thereto and the financial institutions party thereto as lenders (the “Amended Revolving Credit Agreement”) and (ii) its existing delayed-draw term loan credit agreement, dated as of July 11, 2013, with Bank of America, as administrative agent, the other agents party thereto and the financial institutions party thereto as lenders (the “Amended Term Loan Agreement”). Among other changes, the Amended Revolving Credit Agreement and Amended Term Loan Agreement amend the Existing Revolving Credit Agreement and Existing Term Loan Agreement, respectively, to permit FNF to incur the indebtedness in respect of the Bridge Facility and incorporate other technical changes to describe the structure of the Merger.

The Bridge Loan Commitment Letter is attached hereto as Exhibit 10.1, the Amended Revolving Credit Agreement is attached hereto as Exhibit 10.2 and the Amended Term Loan Agreement is attached hereto as Exhibit 10.3 and each is incorporated herein by reference. The foregoing description of the Bridge Loan Commitment Letter, the Amended Revolving Credit Agreement and the Amended Term Loan Agreement does not purport to be a complete statement of the parties’ rights and obligations under the Bridge Loan Commitment Letter, the Amended Revolving Credit Agreement and the Amended Term Loan Agreement, respectively, and is qualified in its entirety by reference to Exhibit 10.1, 10.2 and 10.3.

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

The information provided in Item 1.01 of this Current Report on Form 8–K is hereby incorporated by reference into this Item 2.03.

Item 8.01. Other Events.

As previously disclosed, on May 28, 2013, FNF, and Lion Merger Sub, Inc., a Delaware corporation and a subsidiary of FNF ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with LPS pursuant to which Merger Sub will be merged with and into LPS, with LPS surviving as a subsidiary of FNF. Subject to the terms and conditions of the Merger Agreement, it was agreed to that at the effective time of the Merger, each share of LPS common stock ("LPS Common Stock") issued and outstanding immediately prior to the effective time (other than (i) shares owned by LPS, its subsidiaries, FNF or Merger Sub and (ii) shares in respect of which appraisal rights have been properly exercised and perfected under Delaware law) would be converted into the right to receive (i) $16.625 in cash, as the same may be increased pursuant to the Merger Agreement (the "Cash Consideration"), and (ii) a fraction of a share of Class A common stock, par value $0.0001 per share, of FNF ("FNF Common Stock") equal to the exchange ratio, as it may be adjusted pursuant to the Merger Agreement (such exchange ratio, the "Exchange Ratio" and such consideration the "Stock Consideration" and, together with the Cash Consideration, the "Merger Consideration").

In connection with the Merger, on May 28, 2013, FNF entered into an equity commitment letter and stock purchase agreement with funds affiliated with Thomas H. Lee Partners, L.P. ("THL") pursuant to which THL agreed to purchase a minority equity interest in Black Knight Financial Services, Inc. ("BKFS"), a subsidiary of FNF which, following the Merger, would own the business of FNF's subsidiary ServiceLink, Inc. and LPS. The proceeds of THL's initial equity commitment were to be used to finance a portion of the aggregate merger consideration and related costs, fees and expenses. However, it is now contemplated that, subsequent to the consummation of the Merger and the implementation of an internal reorganization, THL will purchase, pursuant to a unit purchase agreement (the "Unit Purchase Agreement"), a minority interest in each of two recently formed subsidiaries of FNF that, as a result of the internal reorganization, will own the ServiceLink business and the LPS business, for an amount equal to 35% of the value of the issued and outstanding equity interests of each such subsidiary. On October 24, 2013, LPS consented to the termination of the equity commitment letter, stock purchase agreement and the initial equity commitment. On October 24, 2013, FNF and THL entered into the Unit Purchase Agreement.

As previously disclosed, pursuant to the Merger Agreement, FNF can, prior to mailing the proxy statement/prospectus in connection with the Merger, elect to alter the consideration mix by increasing the Cash Consideration such that the total of all such increases does not exceed $16.625 per share of LPS Common Stock, in which event there would be corresponding decreases in the Stock Consideration as provided under the terms of the Merger Agreement and on June 19, 2013, FNF notified LPS that it was exercising its option to increase the Cash Consideration from $16.625 per share of LPS Common Stock to $22.303 per share of LPS Common Stock and correspondingly decrease the Stock Consideration.

On October 24, 2013, FNF notified LPS that it was exercising its option to further increase the Cash Consideration as follows: (i) subject to and conditioned upon the consummation of the previously announced public offering by FNF of shares of FNF Common Stock (the "FNF Equity Offering"), FNF will further increase the Cash Consideration from $22.303 per share of LPS Common Stock to $28.102 per share of LPS Common Stock (the "Offering Cash Increase") and correspondingly further decrease the Stock Consideration or (ii) in the event the FNF Equity Offering is not consummated, FNF will further increase the Cash Consideration from $22.303 per share of LPS Common Stock to $22.439 per share of LPS Common Stock (the "Minimum Cash Increase") and correspondingly further decrease the Stock Consideration.

In addition, as previously disclosed, the Exchange Ratio is subject to adjustment in certain circumstances. Specifically, if the FNF Equity Offering is completed, after giving effect to the Offering Cash Increase and the related decrease in the Stock Consideration, if the average of the volume weighted averages of the trading prices of FNF Common Stock during the ten trading day period ending on (and including) the third trading day prior to the closing of the Merger (the "Average FNF Stock Price") is:

(i) greater than $26.763, the Exchange Ratio will be an amount equal to the quotient of (a) (x) the product of (1) 0.65224 multiplied by (2) the Average FNF Stock Price minus (y) $11.477 divided by (b) the Average FNF Stock Price;

(ii) between $24.215 and $26.763, the Exchange Ratio will be 0.20197;

(iii) between $20.000 and $24.215, the Exchange Ratio will adjust so that the value of the Stock Consideration is fixed (based on the Average FNF Stock Price) at $4.891 per share of LPS Common Stock; and

(iv) less than $20.000, the Exchange Ratio will be 0.24455.

If the FNF Equity Offering is not completed, the Exchange Ratio will be determined as set forth in the Merger Agreement. FNF expects to fund the further increase in the Cash Consideration with respect to the Minimum Cash Increase through cash on hand and the Bridge Facility. Although FNF may elect to further alter the consideration mix, FNF does not currently anticipate doing so.

Under the rules of the New York Stock Exchange, FNF would be required to obtain stockholder approval prior to issuing shares of FNF common stock to LPS stockholders pursuant to the Merger Agreement if the number of such shares to be issued are or would be upon issuance equal to or more than 20% of the outstanding shares of FNF common stock before such issuance. Because of FNF's election to increase the Cash Consideration and correspondingly decrease the Stock Consideration, the number of such shares to be issued will upon issuance be less than 20% of the outstanding shares of FNF common stock before such issuance. Therefore, FNF stockholders are no longer required to approve such stock issuance.

On October 25, 2013, FNF issued a press release announcing (i) its entry into the Bridge Loan Commitment Letter, the Amended Revolving Credit Agreement and the Amended Term Loan Agreement and (ii) the replacement of the THL equity commitment. Also on October 25, 2013, FNF issued a press release announcing its decision to further increase the Cash Consideration and correspondingly decrease the Stock Consideration. Copies of the press releases are furnished as Exhibits 99.1 and 99.2 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Bridge Loan Commitment Letter
10.2	Amended Revolving Credit Agreement
10.3	Amended Term Loan Agreement
99.1	Press Release issued by FNF, dated October 25, 2013 (Bridge Loan Commitment Letter).
99.2	Press Release issued by FNF, dated October 25, 2013 (Cash Consideration adjustment).

Important Information Filed with the SEC

FNF has filed with the SEC a Registration Statement on Form S-4 in connection with the previously announced transaction to purchase LPS that includes a prospectus of FNF and a preliminary Proxy Statement of LPS. The Registration Statement has not yet become effective. Following the Registration Statement having been declared effective by the SEC, LPS plans to file with the SEC and mail to its stockholders a Proxy Statement/Prospectus in connection with the transaction. The Registration Statement and the Proxy Statement/Prospectus will contain important information about FNF, LPS, the transaction and related matters. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PRELIMINARY PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED BY FNF OR LPS, INCLUDING THE DEFINITIVE PROXY STATEMENT/PROSPECTUS WHEN IT BECOMES AVAILABLE, BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION.**

Investors and security holders will be able to obtain free copies of the Registration Statement and the Proxy Statement/Prospectus and other documents filed with the SEC by FNF and LPS through the web site maintained by the SEC at www.sec.gov or by phone, email or written request by contacting the investor relations department of FNF or LPS at the following:

FNF
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Investor Relations
904-854-8100
dkmurphy@fnf.com

LPS
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Investor Relations:
904-854-5100
nancy.murphy@lpsvcs.com

FNF and LPS, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies in respect of the transactions contemplated by the merger agreement. Information regarding the directors and executive officers of FNF is contained in FNF's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 12, 2013, which are filed with the SEC. Information regarding LPS's directors and executive officers is contained in LPS's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 9, 2013, which are filed with the SEC. A more complete description will be available in the Registration Statement and the Proxy Statement/Prospectus.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

SIGNATURE

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 thereunto duly authorized.

Fidelity National Financial, Inc.

Date: October 25, 2013

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

EXHIBIT INDEX

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* Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission under Rule 24b-2 under the Securities Exchange Act of 1934, as amended. The omitted confidential material has been filed separately with the Securities and Exchange Commission. The location of the confidential information is indicated in the exhibit with brackets and asterisks ([***]).

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
BANK OF AMERICA, N.A.
One Bryant Park
New York, NY 10036

J.P. MORGAN SECURITIES LLC
JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, NY 10179

October 24, 2013

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

Attention: Brent Bickett
Executive Vice President, Corporate Finance

Project Longest Day
Bridge Loan Commitment Letter

Ladies and Gentlemen:

You have advised Bank of America, N.A. ("***Bank of America***"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("***MLPFS***", which term shall include, in each case, MLPFS's designated affiliate for any purpose hereunder), JPMorgan Chase Bank, N.A. ("***JPMCB***") and J.P. Morgan Securities LLC ("***JPMS***" and, together with Bank of America, MLPFS and JPMCB, the "***Commitment Parties***", "***we***" or "***us***") that you (the "***Borrower***") intend to acquire (the "***Acquisition***"), through a newly formed direct or indirect subsidiary ("***Newco***"), Lender Processing Services, Inc., a Delaware corporation (the "***Acquired Company***"), and thereafter enter into a joint venture with affiliates of Thomas H. Lee Partners L.P. and certain potential additional investors, if any (together with affiliates of such investors and funds managed or advised by such investors or their respective affiliates, the "***Sponsors***", and together with the Borrower, the "***Investors***"). You have further advised us that, in connection with the foregoing, the Investors and the newly formed entities referred to in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***") intend to consummate the other Transactions described in the Transaction Description, including the provision to you of the Bridge Loan, as referred to therein, after which the Acquired Company will be an indirect subsidiary of the Borrower. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description and the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the "***Summary of Terms***"; this commitment letter, together with Exhibits A, B and C hereto, collectively, the "***Commitment Letter***"). The Borrower and its subsidiaries, including Newco, the Acquired Company and their respective subsidiaries from and after the Acquisition Closing Date, are sometimes collectively referred to herein as the "***Companies***".

1. **Commitments.** In connection with the foregoing, (a) each of Bank of America and JPMCB is pleased to advise you of its several commitment to provide 50% of the Bridge Loan and (b) each of MLPFS and JPMS is also pleased to advise you of its willingness, and you hereby engage MLPFS and JPMS, to act as the joint lead arrangers (in such capacity, the "***Lead Arrangers***") for the Bridge Loan. It is understood and agreed that no additional agents, co-agents or arrangers will be appointed and no other titles will be awarded with respect to the Bridge Loan without our and your mutual consent.

The commitments of the Lenders in respect of the Bridge Loan and the undertaking of the Lead Arrangers to provide the services described herein are subject only to the satisfaction of each of the conditions precedent set forth in Section 5 below.

2. ***[Reserved]***.

3. **Information Requirements.** You hereby represent that, to your knowledge with respect to the Acquired Company and its subsidiaries, (a) all written information concerning you and your subsidiaries and the Acquired Company and its subsidiaries, other than Projections (as defined below), other forward-looking information and information of a general economic or industry-specific nature, if any, which has been or is hereafter made available to the Lead Arrangers or any of the Lenders by you or any of your representatives (or on your or their behalf) in connection with the transactions contemplated hereby (the "***Information***"), when taken as a whole, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading (after giving effect to all supplements and updates thereto from time to time), and (b) the financial projections delivered by you to the Lead Arrangers on or prior to the date of this Commitment Letter (the "***Projections***") have been or will be prepared in good faith and to management's knowledge and belief have been or will be based upon reasonable assumptions (it being understood that Projections are subject to significant contingencies, and no assurance can be given that the Projections will be realized, and that actual results may differ from projected results and that such differences may be material). You agree that if, at any time from the date hereof until the Closing Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect if the Information or the Projections were being furnished and such representation were being made at such time, you will (or, prior to the Closing Date with respect to Information and Projections concerning the Acquired Company and its subsidiaries, you will, subject to the limitations on your rights as set forth in the Acquisition Agreement (as defined below), use commercially reasonable efforts to) furnish us with supplements to the Information and the Projections, in each case from time to time, so that the representation in the preceding sentence remain correct in all material respects; provided that such supplementation shall cure any breach of such representation. In accepting this commitment, the Commitment Parties are and will be using and relying on the Information and the Projections without independent verification thereof.

4. **Fees and Indemnities.**

(a) You agree to pay the fees and provide for the reimbursement set forth in the separate fee letter addressed to you dated the date hereof from the Commitment Parties (the "***Fee Letter***"). You also agree to pay to the Lenders, for their own account, [***], as of the applicable date, of [***] per annum of the aggregate commitments of the Lenders in respect of the Bridge Loan hereunder, accruing from the [***] following the date hereof until the earlier of (A) the termination or expiration of the commitments in respect of the Bridge Loan hereunder and (B) the Closing Date, payable on such earlier date, [***] of which shall be payable to each Lender. Notwithstanding anything to the contrary contained herein or in the Fee Letter, (a) the reimbursement obligations in this Commitment Letter shall not be duplicative of any reimbursement obligation in the Fee Letter and (b) the Commitment Parties agree from time to time to provide an estimate of legal fees and expenses incurred by the Commitment Parties prior to such time upon the reasonable request of the Borrower.

(b) You agree to indemnify and hold harmless each of the Commitment Parties, each Lender and each of their affiliates and their respective officers, directors, employees, agents, advisors and other representatives (each, an "***Indemnified Party***") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (but limited,

in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees and expenses of one counsel, representing all of the Indemnified Parties, taken as a whole (except to the extent that any Indemnified Party reasonably determines that separate counsel is necessary to avoid a conflict of interest)) that may be incurred by or asserted or awarded against any Indemnified Party within 30 days following written demand therefor setting forth in reasonable detail a description of such claims, damages, losses, liabilities and expenses, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter or (b) the Bridge Loan or any use made or proposed to be made with the proceeds thereof **(IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNIFIED PARTY)**, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (x) such Indemnified Party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct or (y) disputes solely among Lenders (other than any Proceeding (as defined below) against any Commitment Party solely in its capacity or in fulfilling its role as Lead Arranger (or similar role) in connection with the Bridge Loan). In the case of an investigation, litigation or proceeding (any of the foregoing, a "***Proceeding***") to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such Proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. It is agreed that no party hereto shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any other party or such party's subsidiaries or affiliates or to its or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct; *provided*, that nothing contained in this sentence shall limit your indemnification obligations to the extent set forth hereinabove to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such indemnified person is entitled to indemnification hereunder. Notwithstanding any other provision of this Commitment Letter, no party hereto shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, unless such damages are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such party's material breach of this Commitment Letter, gross negligence, bad faith or willful misconduct. You shall not, without the prior written consent of an Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceeding against an Indemnified Party in respect of which indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to any admission of fault.

(c) Notwithstanding the above paragraph (b), each Indemnified Party will promptly notify you upon receipt of written notice of any claim or threat to institute a claim; provided that any failure by any Indemnified Party to give such notice shall not relieve you from the obligation to indemnify the Indemnified Parties, except to the extent you are actually materially prejudiced thereby through the forfeiture of substantial rights and defenses or from any liability you may have to an Indemnified Party other than on account of this Section 4. If any action, claim, investigation or other proceeding is instituted or threatened against any Indemnified Party in respect of which indemnity may be sought hereunder, you shall, upon the consent of such Indemnified Party (such consent not to be unreasonably withheld or delayed), be entitled to assume the defense thereof with counsel selected by you (which counsel shall be

reasonably satisfactory to such Indemnified Party) and after notice from you to such Indemnified Party of your election to assume the defense thereof, you will not be liable to such Indemnified Party hereunder for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation and such other reimbursable expenses; provided that (i) if counsel for such Indemnified Party determines in good faith that there is a conflict that requires separate representation for you and such Indemnified Party, (ii) you fail to assume or proceed in a timely and reasonable manner with the defense of such action or fail to employ counsel reasonably satisfactory to such Indemnified Party in any such action, or (iii) if the defendants in any such Proceedings include both such Indemnified Party and you and such Indemnified Party shall have concluded that there may be legal defenses available to it that are different from or additional to those available to you, then in any such event, (A) such Indemnified Party shall be entitled to one primary counsel and, if necessary, one conflicts counsel to represent all Indemnified Parties similarly situated (such counsels to be selected by the Lead Arrangers), (B) you shall not, or shall not any longer, be entitled to assume the defense thereof on behalf of such Indemnified Party and (C) such Indemnified Party shall be entitled to indemnification for the expenses (including fees and expenses of such counsel) to the extent provided in the preceding paragraph. Such counsel shall, to the fullest extent consistent with its professional responsibilities, cooperate with you and any counsel designated by you. Nothing contained herein shall preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such Indemnified Party in any action with respect to which indemnity may be sought from you hereunder.

5. **Conditions to Financing.** The commitments of the Lenders in respect of the Bridge Loan and the undertaking of the Lead Arrangers to provide the services described herein are subject only to the satisfaction of each of the conditions set forth in Exhibit C hereto under the heading “Conditions Precedent to Closing”. Notwithstanding anything in this Commitment Letter or Fee Letter, the definitive documentation with respect to the Bridge Loan, which shall be in the form of a promissory note incorporating by reference the applicable terms from the Existing Term Facility (the “***Credit Documentation***”), or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, the only representations relating to the Acquired Company, its subsidiaries and its businesses the making and accuracy of which shall be a condition to the availability of the Bridge Loan on the Closing Date shall be (i) the representations made by or with respect to the Acquired Company and its subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or any of its subsidiaries has the right to terminate its obligations under the Acquisition Agreement, or to decline to consummate the Acquisition pursuant to the Acquisition Agreement (as hereinafter defined), as a result of a breach of such representations in the Acquisition Agreement (the “***Acquisition Agreement Representations***”) and (ii) the Specified Representations (as hereinafter defined). For purposes hereof, “***Specified Representations***” means the representations and warranties in the Credit Documentation relating to the Borrower’s corporate status; the Borrower’s corporate power and authority to enter into the Credit Documentation; due authorization, execution, delivery and enforceability of the Credit Documentation; no conflicts with, or require consent under, charter documents; solvency as of the Closing Date (after giving effect to the Acquisition); margin regulations; the USA Patriot Act and the Investment Company Act.

6. **Confidentiality and Other Obligations.** This (a) Commitment Letter and (b) the Fee Letter and the contents hereof and thereof are confidential and, except (1) for disclosure hereof or thereof to each of the Investor’s board of directors, officers, employees, accountants, attorneys and other professional advisors retained by them in connection with the Bridge Loan, in each case, on a confidential basis, (2) for disclosure hereof or thereof (and, in the case of the Fee Letter, redacted in the manner described in the Acquisition Agreement and, in the case of the fees contained in Section 4(a) herein, redacted in a customary manner reasonably satisfactory to us) to the Acquired Company and its subsidiaries and the officers, employees, accountants, attorneys and other professional advisors of the Acquired Company and its

subsidiaries, in each case, on a confidential basis or (3) for disclosure hereof or thereof as otherwise required by law, regulation or compulsory legal process (in which case you agree to inform us promptly thereof to the extent not prohibited by law, rule or regulation), may not be disclosed in whole or in part to any person or entity without our prior written consent; *provided*, however, it is understood and agreed that (i) you may disclose this Commitment Letter (including the Summary of Terms) but not the Fee Letter or the fees contained in Section 4(a) herein after your acceptance of this Commitment Letter and the Fee Letter, (A) in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges (or as a result of compliance by you with certain indentures governing your indebtedness) and (B) to rating agencies, (ii) the fee and other amounts herein and in the Fee Letter may be reflected in your financial statements as part of the aggregate expenses in connection with the transactions contemplated hereby and may otherwise be disclosed as part of projections, pro forma information and a generic disclosure of aggregate sources and uses and (iii) you may disclose this Commitment Letter (including the Summary of Terms) and the Fee Letter and the fees contained in Section 4(a) herein to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter. Notwithstanding the foregoing, you may make public announcements of the Transactions and disclose the existence of the commitments and undertakings made hereunder and the respective roles of the Lead Arrangers and the Lenders in connection with the Transactions after your acceptance of this Commitment Letter and the Fee Letter; *provided* that you agree to consult with the Lead Arrangers with respect to any portions of any announcement that name, or provide information that would readily permit identification of, any Lead Arranger or Lender. This paragraph shall terminate on the eighteen month anniversary of the date hereof.

The Commitment Parties shall use all confidential information provided to them by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this letter agreement and otherwise in connection with the Transactions and shall treat confidentially all such information; *provided*, *however*, that nothing herein shall prevent the Commitment Parties from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case the Commitment Parties agree to inform you promptly thereof to the extent not prohibited by law, rule or regulation), (ii) upon the request or demand of any regulatory authority having jurisdiction over the Commitment Parties or any of their respective affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this agreement by the Commitment Parties, (iv) to the Commitment Parties' affiliates, employees, legal counsel, independent auditors and other experts or agents who need to know such information solely in connection with the Transactions and are informed of the confidential nature of such information; *provided* that such Commitment Party shall be responsible for such affiliates', employees', legal counsel, independent auditors' and other experts' or agents' compliance with this paragraph, (v) for purposes of establishing a "due diligence" defense, (vi) to the extent that such information is received by the Commitment Parties from a third party that is not to the Commitment Parties' knowledge subject to confidentiality obligations to you or (vii) to the extent that such information is independently developed by the Commitment Parties. This paragraph shall terminate on the eighteen month anniversary of the date hereof.

You acknowledge that the Commitment Parties or their affiliates may be providing financing or other services to parties whose interests may conflict with yours. The Commitment Parties agree that they will not furnish confidential information obtained from you to any of their other customers and that they will treat confidential information relating to the Companies and their respective affiliates with the same degree of care as they treat their own confidential information. The Commitment Parties further advise you that they will not make available to you confidential information that they have obtained or may obtain from any other customer.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (i) the Bridge Loan and any related arranging or other services described in this Commitment Letter are arm's length commercial transactions between you and your affiliates, on the one hand, and the Lenders and the Lead Arrangers, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Commitment Letter; (ii) in connection with the process leading to such transaction, each Lender and each Lead Arranger is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for you or any of your affiliates, stockholders, creditors or employees or any other party; (iii) neither any Lender nor any Lead Arranger has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether any Lender or any Lead Arranger has advised or is currently advising you or your affiliates on other matters) and neither any Lender nor any Lead Arranger has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this Commitment Letter and/or the Credit Documentation; (iv) each Lender and each Lead Arranger and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates and, except as may otherwise be expressly set forth in a written agreement among the relevant parties, the Lenders and the Lead Arrangers have no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Lenders and the Lead Arrangers have not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate.

The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (the "***USA Patriot Act***"), each of them is required to obtain, verify and record information that identifies you, which information includes your name and address and other information that will allow the Commitment Parties, as applicable, to identify you in accordance with the USA Patriot Act.

7. **Survival of Obligations.** The provisions of Sections 3, 4, 6 and 8 shall remain in full force and effect regardless of whether any Credit Documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of the Commitment Parties hereunder; *provided* that (x) the reimbursement and indemnification provisions in Section 4 hereof shall be superseded and replaced by those set forth in the Credit Documentation upon the effectiveness thereof, in each case to the extent covered thereby, and (y) the provisions of paragraph 3 shall not survive if the commitments and undertakings of the Commitment Parties are terminated prior to the effectiveness and/or funding of the Bridge Loan.

8. **Miscellaneous.** This Commitment Letter and the Fee Letter may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page to this Commitment Letter or the Fee Letter by telecopier, facsimile or other electronic transmission (e.g., a "pdf" or "tiff") shall be effective as delivery of a manually executed counterpart thereof. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Commitment Letter or the Fee Letter.

This Commitment Letter and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Each party hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter, the Fee Letter, the Transactions and the other

transactions contemplated hereby and thereby or the actions of the Commitment Parties in the negotiation, performance or enforcement hereof. Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter and the Fee Letter, the Transactions and the other transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court. Notwithstanding anything herein to the contrary and the governing law provisions of the Fee Letter, it is understood and agreed that (a) the interpretation of the definition of "Acquired Company Material Adverse Effect" (and whether or not an "Acquired Company Material Adverse Effect has occurred), (b) the determination of the accuracy of any Acquisition Agreement Representation and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Acquisition Agreement or decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The parties hereto agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each party hereto waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction you are or may be subject by suit upon judgment.

This Commitment Letter and the Fee Letter embody the entire agreement and understanding among the parties hereto and your affiliates with respect to the Bridge Loan and supersede all prior agreements and understandings relating to the specific matters hereof. Neither this Commitment Letter (including the attachments hereto) nor the Fee Letter may be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto.

This Commitment Letter is not assignable by any party hereto without the prior written consent of each other party hereto and is intended to be solely for the benefit of the parties hereto and, solely to the extent provided above, the Indemnified Parties.

Please indicate your acceptance of the terms of the Bridge Loan set forth in this Commitment Letter and the Fee Letter by returning to us executed counterparts of this Commitment Letter and the Fee Letter and paying the fees specified in the Fee Letter to be payable upon acceptance of this Commitment Letter with respect to the Bridge Loan by wire transfer of immediately available funds to the account specified by us, not later than 11:59 p.m. (New York City time) on October 24, 2013 (or such later date as agreed by the Lead Arrangers), whereupon the undertakings of the parties with respect to the Bridge Loan shall become effective to the extent and in the manner provided hereby. This offer shall terminate with respect to the Bridge Loan if not so accepted by you at or prior to that time. Thereafter, all (or in the case of clause (e) below, if applicable, a portion of the) commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (a) the Outside Date (as defined in the Acquisition Agreement in effect on May 28, 2013 without giving effect to any amendment thereto or consent thereunder (other than the consent, dated on or about the date hereof, substantially in the form of the consent that has been reviewed and approved by the Commitment Parties)), unless the Acquisition Closing Date occurs on or prior thereto, (b) the closing of the Acquisition without the funding of the Bridge Loan,

(c) the acceptance by the Acquired Company or any of its affiliates of an offer for all or any substantial part of the capital stock or property and assets of the Acquired Company other than as part of the Transactions, (d) the termination or expiration of the Acquisition Agreement or (e) receipt by Lead Arrangers of written notice from the Borrower of its election to terminate all or a portion of the commitments under the Bridge Loan.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Credit Documentation by the parties hereto in a manner consistent with this Commitment Letter and the Summary of Terms (it being acknowledged and agreed that the commitment provided herein is subject to conditions precedent as provided herein).

THIS WRITTEN AGREEMENT (WHICH INCLUDES THE SUMMARY OF TERMS) AND THE FEE LETTER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Jason Cassity
Name: Jason Cassity
Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Jonathan Mullen
Name: Jonathan Mullen
Title: Managing Director

JPMORGAN CHASE BANK, N.A.

By: /s/ Richard Barracato
Name: Richard Barracato
Title: Vice President

J.P. MORGAN SECURITIES LLC

By: /s/ Deepti Chauhan
Name: Deepti Chauhan
Title: Vice President

The provisions of this Commitment Letter are accepted and agreed to as of the date first written above:

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Brent B. Bickett

Name: Brent B. Bickett

Title: Executive Vice President, Corporate Finance

[***] Confidential Treatment Requested

Exhibit A

TRANSACTION DESCRIPTION[1]

Capitalized terms used but not otherwise defined in this Exhibit A shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the "***Commitment Letter***").

The Borrower intends to acquire, through Newco and Merger Sub (each as defined below), the Acquired Company (the date of such Acquisition, the "***Acquisition Closing Date***") and thereafter enter into a joint venture with the Sponsors. In connection with the foregoing, it is intended that (the transactions referred to below, collectively, the "***Transactions***"):

1. The Borrower will enter into a supplemental indenture to guarantee (the "***Lion Notes Guarantee***") the existing senior notes of Lion (the "***Lion Notes***").

2. The Borrower will acquire the Acquired Company through a newly formed direct or indirect subsidiary ("***Newco***") and Lion Merger Sub, Inc. ("***Merger Sub***"), a newly formed corporation organized under the laws of Delaware, that is a direct, wholly-owned subsidiary of Newco.

3. The Borrower will obtain up to an amount equal to the cash portion of the Acquisition Consideration from: (a) (i) the issuance and sale of senior unsecured notes (the "***New Notes***"), (ii) the incurrence of up to $1.1 billion in senior unsecured term loans (the "***Term Loans***", the facility under which such Term Loans are made available, the "***Existing Term Facility***" and, the Term Loans together with New Notes, the "***Permanent Debt***") and/or (iii) borrowings under its existing senior unsecured revolving credit facility (the "***Existing Revolving Facility***" and together with the Existing Term Facility, the "***Facilities***") and (b) up to $800 million in senior unsecured bridge loans (on the terms set forth in Exhibit B, the "***Bridge Loan***" and, together with the Permanent Debt and the Existing Revolving Facility, the "***Financing Sources***") made available to the Borrower as bridge financing to the Sponsor Contribution. The Borrower will obtain an amendment to be agreed to the financial covenant contained in Section 7.09(b)(x) of each of the Facilities to permit the incurrence of the Bridge Loan by excluding the aggregate principal amount of the Bridge Loan from the calculation of the "Total Debt" numerator thereof (the "***Amendments***").

4. The Borrower will (a) with the proceeds of the Financing Sources and cash on hand of the Borrower and its subsidiaries, make one or more loans to Newco (i) in an aggregate amount of approximately $1.42 billion (or any other increased amount necessary to consummate the Transactions) (the "***Initial Mirror Loan***") evidenced by an intercompany note (the "***Initial Mirror Note***") and (ii) in an aggregate amount of up to $800 million (the "***Bridge Mirror Loan***") evidenced by an intercompany note (the "***Bridge Mirror Note***"), (b) contribute to Newco common stock and cash on hand of the Borrower and its subsidiaries in an aggregate amount of up to approximately $1.45 billion (the "***Borrower Contribution***"), but in any event

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[1] All amounts subject to change based on the allowed change in the composition of the purchase price for the Acquisition as between cash and stock as contemplated in the Acquisition Agreement.

in a sufficient amount to pay the aggregate consideration payable in the Acquisition, and (c) contribute or cause to be contributed to Newco the equity interests comprising the business of ServiceLink, Inc., a Delaware corporation (the "***Stalingrad Contribution***").

5. The Sponsor will deposit into an escrow account at The Bank of New York Mellon, subject to an escrow agreement, an amount sufficient to purchase from each of the Newco LLCs (defined below) common equity interests or other ownership interests of the Newco LLCs in an aggregate amount of 35% of the aggregate ownership interests of each of the Newco LLCs (but in no event less than the aggregate amount of the Bridge Loan commitments at such time) (such deposit and agreement, the "***Escrow Arrangements***") and upon release from the escrow account, in accordance with the terms of the escrow agreement, such amount shall be applied to such purchase (the "***Sponsor Contribution***" and, together with the Borrower Contribution and the Stalingrad Contribution, the "***Contributions***").

6. Newco will, in exchange for part of the additional cash and the Borrower Contribution, issue to the Borrower an intercompany note in an aggregate principal amount of approximately $875 million (the "***Intercompany Note***").

7. Newco will contribute to the capital of Merger Sub the proceeds of the Initial Mirror Loan and Bridge Mirror Loan in an amount sufficient, together with the Borrower Contribution, to enable Merger Sub to pay the aggregate consideration in respect of all of the issued and outstanding equity interests of the Acquired Company in accordance with the terms of the Acquisition Agreement (the amount of such aggregate consideration, the "***Acquisition Consideration***") and, pursuant to the terms of the Acquisition Agreement, will cause Merger Sub to merge with and into the Acquired Company, with the Acquired Company as the surviving entity. The purchase price for the equity interests of the Acquired Company will be paid with the proceeds of the Initial Mirror Loan, the Bridge Mirror Loan and the Borrower Contribution.

8. Newco will contribute any remaining proceeds of the Initial Mirror Loan to the Acquired Company, as the surviving entity.

9. The Acquired Company, as the surviving entity of the merger described in paragraph 7 above, will use such proceeds, together with cash on hand, to repay in full its existing senior credit facility (the "***Refinancing***").

10. The Borrower will pay the costs and expenses related to the Acquisition and the other Transactions referred to in this Exhibit A.

11. Following the consummation of the Acquisition, the Borrower will purchase any Lion Notes tendered in any "change of control" offer made for the Lion Notes in connection with the Acquisition.

12. Following the consummation of the Acquisition, the Acquired Company will form a corporation organized under the laws of the State of Delaware (the "***Corporate Co-Obligor***").

13. Following the consummation of the Acquisition, the Acquired Company (and certain of its subsidiaries (excluding, for the avoidance of doubt, the Corporate Co-Obligor)) will convert into a limited liability company organized under the laws of the State of Delaware (or, in the case of its subsidiaries, their respective jurisdictions of organization). Alternatively, certain of the Acquired Company's subsidiaries may merge with and into limited liability companies that are wholly-owned indirect subsidiaries of the Borrower.

14. Following the consummation of the Acquisition and the completion of the conversion of the Acquired Company and certain of its subsidiaries into limited liability companies as described above, Newco will contribute to two recently formed limited liability companies organized under the laws of the State of Delaware (together, the "***Newco LLCs***") its equity interests in the Acquired Company (including the equity interest in subsidiaries of the Acquired Company) and ServiceLink. The Newco LLCs each will assume from Newco a portion of the Initial Mirror Note and Bridge Mirror Note.

15. Following the consummation of the Acquisition and the conversion transactions described above, a subsidiary of the Borrower will purchase National Title Insurance of New York, Inc. from the Acquired Company.

16. Following, and conditioned on the completion of, certain of the foregoing transaction steps, the Sponsors will purchase units from each of the Newco LLCs pursuant to the Unit Purchase Agreement, dated as of October 24, 2013, among Black Knight Financial Services I, LLC, a Delaware limited liability company, Black Knight Financial Services II, LLC, a Delaware limited liability company, the Borrower and the Buyers named therein (the "***Unit Purchase Agreement***"), and the Newco LLCs will repay the Bridge Mirror Note in an amount equal to the purchase price for such units.

[***] Confidential Treatment Requested

Exhibit B

SUMMARY OF TERMS AND CONDITIONS
BRIDGE LOAN

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit B is attached.

BORROWER:	Fidelity National Financial, Inc., a Delaware corporation (the "***Borrower***").
FACILITY:	Senior unsecured bridge loan in an aggregate principal amount of up to $800 million (the "***Bridge Loan***").
JOINT LEAD ARRANGERS:	Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC (collectively, the "***Lead Arrangers***") will act as joint lead arrangers.
LENDERS:	Bank of America, N.A. and JPMorgan Chase Bank, N.A. (collectively, the "***Lenders***").
PURPOSE:	At the Closing Date, the proceeds of the Bridge Loan shall finance, in part, the Acquisition, the Refinancing and the costs and expenses related to the Transactions.
AVAILABILITY:	The Bridge Loan will be available in a single drawing to be made on the date of the consummation of the Acquisition (such date, the "***Closing Date***"), which shall occur on or prior to the Outside Date (as defined in the Acquisition Agreement in effect on May 28, 2013, without giving effect to any amendment thereto or consent thereunder (other than the consent, dated on or about the date hereof, substantially in the form of the consent that has been reviewed and approved by the Commitment Parties)). Amounts of the Bridge Loan that are borrowed that are repaid or prepaid may not be reborrowed.
MATURITY AND AMORTIZATION:	The Bridge Loan shall terminate and all amounts outstanding thereunder shall be due and payable on the second business day following the Closing Date (the "***Maturity Date***") and shall require no scheduled amortization.
SECURITY:	Unsecured
GUARANTEES:	None.
INTEREST RATE:	As set forth in Addendum I.

[***] Confidential Treatment Requested

OPTIONAL PREPAYMENTS AND COMMITMENT REDUCTIONS:	The Borrower may prepay the Bridge Loan in whole or in part at any time without penalty. At the Borrower's option, the unutilized portion of any commitment in respect of the Bridge Loan may be irrevocably canceled in whole or in part at any time prior to the Closing Date without penalty.

CONDITIONS PRECEDENT TO CLOSING:	The closing (and the funding) of the Bridge Loan will be subject only to satisfaction of the conditions precedent set forth in Section 5 of the Commitment Letter and Exhibit C thereto.
REPRESENTATIONS AND WARRANTIES:	Substantially the same as those set forth in the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).
COVENANTS:	Substantially the same as those set forth in the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).
FINANCIAL COVENANTS:	Substantially the same as those set forth in the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).
EVENTS OF DEFAULT:	Substantially the same as those set forth in the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).
ASSIGNMENTS AND PARTICIPATIONS:	Each Lender will be permitted to make assignments in a minimum amount of $5,000,000 to other financial institutions (other than any Disqualified Institution (as defined in that certain commitment letter dated May 28, 2013 in respect of the Existing Term Facility)) approved by, so long as no Event of Default has occurred and is continuing, the Borrower, which approval shall not be unreasonably withheld or delayed; *provided, however*, that (x) the Borrower shall be deemed to have consented to any assignment unless it shall have objected thereto within 15 business days following receipt of written notice thereof and (y) the approval of the Borrower shall not be required in connection with assignments to other Lenders, to any affiliate of a Lender, or to any Approved Fund (as such term is defined in the Existing Term Facility). Each Lender will also have the right, without consent of the Borrower, to assign as security all or part of its rights under the loan documentation to any Federal Reserve Bank. Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate and maturity date.
WAIVERS AND AMENDMENTS:	Amendments and waivers of the provisions of the Credit Documentation will require the approval of the Lenders.
INDEMNIFICATION:	Substantially the same as set forth in the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).

GOVERNING LAW:	The State of New York.
PRICING/FEES/ EXPENSES:	As set forth in Addendum I.
COUNSEL TO THE LENDERS:	Davis Polk & Wardwell LLP

[***] Confidential Treatment Requested

ADDENDUM I

PRICING, FEES AND EXPENSES

INTEREST RATES:	Any Bridge Loan will bear interest at a rate equal to the Alternate Base Rate (to be defined as the highest of (a) the Bank of America prime rate, (b) the Federal Funds rate plus 0.50% and (c) one month LIBOR plus 1%). Interest shall be payable on the Maturity Date. In the event that the Bridge Loan is repaid on the same day of the funding of such Bridge Loan, interest shall be payable on such Bridge Loan as if such Bridge Loan was repaid on the following business day. At the election of the Lenders, a default rate shall apply on all obligations in the event of default under the Bridge Loan at a rate per annum of 2% above the applicable interest rate.
CALCULATION OF INTEREST AND FEES:	Other than calculations in respect of interest at the Bank of America prime rate (which shall be made on the basis of actual number of days elapsed in a 365/366 day year), all calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year.
COST AND YIELD PROTECTION:	Substantially the same as set forth the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).
EXPENSES:	Substantially the same as set forth the Existing Term Facility (modified as appropriate to give effect to the Credit Documentation standards).

[***] Confidential Treatment Requested

CONDITIONS PRECEDENT TO CLOSING

Capitalized terms used but not otherwise defined in this Exhibit C shall have the meanings set forth in the Commitment Letter and the other Exhibits to the Commitment Letter to which this Exhibit C is attached. The funding of the Bridge Loan will be subject to satisfaction of the following additional conditions precedent:

(i) The definitive agreement with respect to the Acquisition, the Agreement and Plan of Merger dated as of May 28, 2013, among the Borrower, Merger Sub and the Acquired Company (the "***Acquisition Agreement***") shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in a manner that is materially adverse to the Commitment Parties without the prior written consent of the Lead Arrangers (such consent not to be unreasonably withheld, delayed or conditioned); it being understood and agreed that (a) any decrease in the purchase price shall not be materially adverse to the interests of the Commitment Parties so long as such decrease is allocated to reduce the Borrower Contribution and the Sponsor Contribution (with a corresponding reduction to the commitments in respect of the Bridge Loan hereunder) and the Facilities on a pro rata, dollar-for-dollar basis, (b) any increase in the purchase price shall not be materially adverse to the Commitment Parties so long as such increase is funded by amounts permitted to be drawn under the Facilities or the Borrower Contribution or the Sponsor Contribution, (c) any change in the composition of the purchase price for the Acquisition as between cash and stock shall not be deemed materially adverse to the interest of the Commitment Parties, (d) the granting of any consent under the Acquisition Agreement that is not materially adverse to the interest of the Commitment Parties shall not otherwise constitute an amendment or waiver and (e) the consent, dated on or about the date hereof, substantially in the form of the consent that has been reviewed and approved by the Commitment Parties, shall not be deemed to be an alteration, amendment, change, supplement, waiver or consent that is materially adverse to the interest of the Commitment Parties). The Acquisition shall have been, or shall concurrently with the funding of the Bridge Loan be, consummated in accordance with the terms of the Acquisition Agreement, as such terms may be altered, amended or otherwise changed, supplemented, waived or consented to in accordance with the immediately preceding sentence.

(ii) The Acquisition Agreement Representations shall be true and correct in all material respects to the extent provided in the second paragraph of Section 5 of the Commitment Letter, and the Specified Representations shall be true and correct in all material respects.

(iii) The Borrower and each other party thereto shall have executed and delivered the relevant Credit Documentation and the Lenders shall have received customary opinions of counsel to the Borrower and corporate resolutions and customary closing certificates.

(iv) The Lead Arrangers and the Lenders shall have received: (A) audited consolidated balance sheets of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows, for each of the three most recently completed fiscal years ended at least 90 days before the Closing Date, including, an unqualified audit report thereon; (B) an unaudited consolidated balance sheet of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows for each subsequent fiscal quarter and for the elapsed interim period following the last completed fiscal year and for the comparable periods of the prior fiscal year (the "***Quarterly Financial Statements***"); and (C) pro forma consolidated balance sheet and related consolidated statement of income or operations of the Borrower for

the last completed fiscal year and for the latest interim period covered by the Quarterly Financial Statements, in each case after giving effect to the Transactions (the "***Pro Forma Financial Statements***"), promptly after the historical financial statements for such periods are available, all of which financial statements shall be prepared in accordance with generally accepted accounting principles in the United States and meet the requirements of Regulation S-X under the Securities Act and all other accounting rules and regulations of the Securities and Exchange Commission promulgated thereunder applicable to a registration statement under the Securities Act on Form S-3; *provided*, that financial statements of the Acquired Company and Pro Forma Financial Statements shall only be provided to the extent required by Rule 3-05 and Article 11 of Regulation S-X; *provided*, *further*, that the Borrower's and the Acquired Company's public filing of any required financial statements with the U.S. Securities and Exchange Commission shall satisfy the requirements of clauses (A) and (B) of this paragraph (iv).

(v) All fees due to the Lead Arrangers and the Lenders shall have been paid, and all expenses to be paid or reimbursed to the Lead Arrangers that have been invoiced at least two business days prior to the Closing Date shall have been paid, in each case, at the election of the Lead Arrangers from the proceeds of the funding of the Bridge Loan.

(vi) The Lead Arrangers shall have received satisfactory evidence of the consummation of the Amendments, the Contributions (or, in lieu thereof, a cash contribution of at least the same amount by the Borrower) other than the Sponsor Contribution, the making of the Initial Mirror Loan and issuance of the Initial Mirror Note, the making of the Bridge Mirror Loan and issuance of the Bridge Mirror Note, the distribution of the Intercompany Note, the effectiveness of the Lion Notes Guarantee and the consummation of the Refinancing.

(vii) *[Reserved]*.

(viii) To the extent reasonably requested by the Commitment Parties at least 10 business days in advance of the Closing Date, the Borrower shall have provided the documentation and other information to the Administrative Agents that are required by regulatory authorities under applicable "know-your-customer" rules and regulations, including the USA Patriot Act, at least two business days prior to the Closing Date.

(ix) Since March 31, 2013, there having been no Acquired Company Material Adverse Effect. For the purposes hereof, "***Acquired Company Material Adverse Effect***" means any change, effect, event, occurrence, circumstance or state of facts that, individually or in the aggregate with all other changes, effects, events, occurrences, circumstances and states of fact, (1) is or would reasonably be expected to be materially adverse to the business, financial condition or results of operations of the Acquired Company and its Subsidiaries, taken as a whole, other than any change, effect, event, occurrence, circumstances or state of facts relating to (i) the economy in general (to the extent they have not had, or would not reasonably be expected to have, a disproportionate effect on the Acquired Company and its Subsidiaries relative to other companies in the same industry as the Acquired Company), (ii) the economic, business, industry or financial environment generally affecting the industry in which the Acquired Company operates, including the effects of the general economic environment and the state of the housing, mortgage and mortgage servicing markets (to the extent they have not had, or would not reasonably be expected to have, a disproportionate effect on the Acquired Company and its Subsidiaries relative to other companies in the same industry as the Acquired Company), (iii) the securities, credit, financial or other capital markets generally in the United States or elsewhere in the world, including changes in interest rates, (iv) any change in the Acquired Company's stock price or trading volume or any failure, in and of itself, to meet internal or published projections, forecasts or estimates in respect of revenues, earnings, cash flow or other financial or operating metrics for any period (provided that the facts or causes underlying or contributing

to such change or failure may be considered in determining whether a Acquired Company Material Adverse Effect has occurred unless otherwise excluded pursuant to any of the other clauses of this definition), (v) changes following the date hereof in Law, legislative or political conditions or policy or practices of any Governmental Entity (to the extent they have not had, or would not reasonably be expected to have, a disproportionate effect on the Acquired Company and its Subsidiaries relative to other companies in the same industry as the Acquired Company), (vi) changes following the date of hereof in applicable accounting regulations or principles or interpretations thereof, (vii) any effects arising from (A) the Consent Order or (B) any pending litigation, regulatory or enforcement proceeding, investigations or similar matters disclosed in the Company Filed SEC Documents or Section 3.01(h) of the Company Disclosure Letter (or any such similar matter that may be brought thereafter based on substantially similar circumstances), in either case including the outcome or settlement of any of the foregoing (including judgments, orders, rulings, injunctions, monetary penalties, remedial action or any other action of any Governmental Entity arising from any of the foregoing or the allegations contained in any of the foregoing), (viii) an act of terrorism or an outbreak or escalation of hostilities or war (whether declared or not declared) or any natural disasters or any national or international calamity or crisis (to the extent they have not had, or would not reasonably be expected to have, a disproportionate effect on the Acquired Company and its Subsidiaries relative to other companies in the same industry as the Acquired Company), (ix) the announcement or pendency of the Acquisition Agreement or the Transactions or the consummation of the Transactions (including any loss of customers, suppliers, employees or other commercial relationships or any action taken or requirements imposed by any Governmental Entity in connection with the Transactions) (provided that this clause (ix) shall not apply to Section 3.01(d)(ii) of the Acquisition Agreement) or (x) actions (or omissions) of the Acquired Company and its Subsidiaries taken (or not taken) with the consent of the Borrower or as required to comply with the terms of the Acquisition Agreement or (2) that prevents or materially impairs or delays the ability of the Acquired Company to consummate the Merger or the other Transactions. Defined terms used in this paragraph (viii) and not otherwise defined herein shall have the meanings ascribed to such terms in the Acquisition Agreement.

[***] Confidential Treatment Requested

Exhibit 10.2

FIRST AMENDMENT dated as of October 24, 2013 (this "Amendment Agreement") to the Third Amended and Restated Credit Agreement, dated as of June 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"), among Fidelity National Financial, Inc. (the "Borrower"), the several lenders from time to time party thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), and the other agents parties thereto. Unless otherwise defined herein, terms defined in the Amended Credit Agreement (as defined below) and used herein shall have the meanings given to them in the Amended Credit Agreement.

WHEREAS, the Borrower has requested an amendment to the Existing Credit Agreement pursuant to which certain provisions of the Existing Credit Agreement, including certain conditions precedent to borrowing, a financial covenant and certain definitions relating to the Lion Transaction, will be amended; and

WHEREAS, in order to effect the foregoing, the Borrower and the other parties hereto desire to amend, as of the First Amendment Effective Date (as defined below), the Existing Credit Agreement and to enter into certain other agreements set forth herein, in each case subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. *Amendment of the Existing Credit Agreement.* Effective as of the First Amendment Effective Date, the Existing Credit Agreement is hereby amended (the Existing Credit Agreement, as so amended, the "Amended Credit Agreement") to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicating textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Amended Credit Agreement attached as Exhibit A hereto. Except as set forth above, all schedules and exhibits to the Existing Credit Agreement, in the forms thereof in effect immediately prior to the First Amendment Effective Date, will continue to be schedules and exhibits to the Amended Credit Agreement.

Section 2. *Representations and Warranties.* To induce the Administrative Agent and the Lenders to enter into this Amendment Agreement, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) (i) The Borrower has all requisite power and authority to execute, deliver and perform its obligations under this Amendment Agreement, (ii) this Amendment Agreement has been duly executed and delivered by the Borrower, and (iii) this Amendment Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by Debtor Relief Laws and general equitable principles.

(b) As of the First Amendment Effective Date, no Default shall exist, or would result from this Amendment Agreement or any transactions contemplated hereby to occur on the First Amendment Effective Date.

(c) Each of the representations and warranties of the Borrower contained in Article V of the Amended Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

Section 3*. Effectiveness of this Amendment Agreement and the Amended Credit Agreement.* The effectiveness of this Amendment Agreement and the amendment of the Existing Credit Agreement set forth herein is subject to the satisfaction of the following conditions precedent (the date on which all of such conditions shall first be satisfied (or waived), which in the case of clause (b) may be substantially concurrent with the satisfaction of the other conditions specified below, the "First Amendment Effective Date"):

(a) The Administrative Agent's receipt of the following:

(i) duly executed counterparts hereof that, when taken together, bear the signatures of the Borrower, the Required Lenders and the Administrative Agent;

(ii) a certificate signed by a Responsible Officer of the Borrower certifying as to the matters set forth in Section 2(b) and 2(c) hereof; and

(b) The Borrower shall have paid, subject to the limitations set forth in Section 10.04 of the Amended Credit Agreement and to the extent invoiced at least three Business Days prior to the First Amendment Effective Date, the reasonable out-of-pocket expenses of the Administrative Agent and Arrangers in connection with this Amendment Agreement, including the reasonable and documented out-of-pocket fees and expenses of one counsel (including any local counsel) for the Administrative Agent and the Arrangers, taken as a whole.

(c) The First Amendment Effective Date shall have occurred on or before October 24, 2013.

Section 4*. Effect of Amendment.* (a) Except as expressly set forth herein or in the Amended Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Existing Credit Agreement or any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which, subject to the terms of the Amended Credit Agreement, are ratified and affirmed in all respects and shall continue in full force and effect. Nothing

herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

(b) On and after the First Amendment Effective Date, each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof', "herein", or words of like import, and each reference to the "Credit Agreement" in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment Agreement shall constitute a "Loan Document" for all purposes of the Amended Credit Agreement and the other Loan Documents.

Section 5. *Governing Law.* THIS AMENDMENT AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. THIS AGREEMENT HAS BEEN ENTERED INTO PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 6. *Counterparts*. This Amendment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment Agreement by facsimile or electronic transmission (including in ".pdf" or ".tif" format) shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. *Headings*. The headings of this Amendment Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their respective duly authorized officers or representatives as of the day and year first above written.

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Brent B. Bickett

Name: Brent B. Bickett

Title: Executive Vice President, Corporate Finance

BANK OF AMERICA, N.A.,
as Administrative Agent and Lender

By: /s/ Jason Cassity
Name: Jason Cassity
Title: Director

SIGNATURE PAGE TO AMENDMENT

Name of Lender: JPMORGAN CHASE BANK, N.A.

Aggregate amount of existing Revolving Commitments:

$65,000,000

By: /s/ Richard Barracato
Name: Richard Barracato
Title: Vice President

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: U.S. Bank, NA

Aggregate amount of existing Revolving Commitments:

$65,000,000

By: /s/ James Cooper
Name: James Cooper
Title: Senior Vice President

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: WELLS FARGO BANK, NA

Aggregate amount of existing Revolving Commitments:

$65,000,000

By: /s/ Grainne M. Pergolini
Name: Grainne M. Pergolini
Title: Director

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: BMO Harris Bank N.A.

Aggregate amount of existing Revolving Commitments:

$50,000,000.00

By: /s/ Sean T. Ball
Name: Sean T. Ball
Title: Vice President

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: CitiBank, N.A.

Aggregate amount of existing Revolving Commitments:

$50,000,000

By: /s/ Robert Porwick
Name: Robert Porwick
Title: Director, CitiBank, N.A.

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Fifth Third Bank, An Ohio Banking Corporation

Aggregate amount of existing Revolving Commitments:

$50,000,000.00

By: /s/ John A. Marian
Name: John A. Marian
Title: Vice President

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Regions Bank

Aggregate amount of existing Revolving Commitments:

$50,000,000

By: /s/ Gregory H. Jones
Name: Gregory H. Jones
Title: Senior Vice President

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Union Bank N.A

Aggregate amount of existing Revolving Commitments:

$50,000,000.00

By: /s/ Lyle Bower
Name: Lyle Bower
Title: Vice President

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO THE FIRST AMENDMENT TO

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Name of Lender: COMERICA BANK

Aggregate amount of existing Revolving Commitments

$35,000,000 (THIRTY FIVE MILLION US DOLLARS)

By: /s/ Thomas M. Hicks
Name: Thomas M. Hicks
Title: Vice President
Date: October 24, 2013

SIGNATURE PAGE TO AMENDMENT

Name of Lender: PNC Bank, National Association

Aggregate amount of existing Revolving Commitments:

$35,000,000

By: /s/ Gustavus A. Bahr
Name: Gustavus A. Bahr
Title: Senior Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: RBS Citizens, N.A.

Aggregate amount of existing Revolving Commitments:

$35,000,000

By: /s/ Mike Jones
Name: Mike Jones
Title: VP

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Capital One, N.A.

Aggregate amount of existing Revolving Commitments:

$20,000,000.00

By: /s/ David Mahen
Name: David Mahen
Title: SVP

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Compass Bank

Aggregate amount of existing Revolving Commitments:

$20,000,000.00

By: /s/ Susana Campuzano
Name: Susana Campuzano
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT

Name of Lender: KEYBANK NATIONAL ASSOCIATION

Aggregate amount of existing Revolving Commitments:

$20,000,000

By: /s/ James Cribbet
Name: James Cribbet
Title: Senior Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Chang Hwa Commercial Bank, Ltd., New York Branch

Aggregate amount of existing Revolving Commitments:

$15,000,000

By: /s/ Eric Y.S. Tsai
Name: Eric Y.S. Tsai
Title: Vice President & General Manager

Second signature (if required):

By: ______________________________
Name:
Title:

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Bank of Hawaii

Aggregate amount of existing Revolving Commitments:

$10,000,000.00

By: /s/ Donovan Koki
Name: Donovan Koki
Title: SVP

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: BOKF N.A. d/b/a Bank of Texas

Aggregate amount of existing Revolving Commitments:

$10,000,000

By: /s/ J. Patrick Brockette
Name: J. Patrick Brockette
Title: Senior Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Revolver Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: HUA NAN COMMERCIAL BANK, LTD. NEW YORK AGENCY

Aggregate amount of existing Revolving Commitments:

$10,000,000.00

By: /s/ Shu-Fei (Sophia) Lin
Name: Shu-Fei (Sophia) Lin
Title: Vice President & General Manager

Second signature (if required):

By: ____________________
Name:
Title:

Exhibit A

Amendments to Credit Agreement

[*Following page*]

Exhibit A

Published CUSIP Number: 31620KAD2
Deal CUSIP Number: 31620KAC4

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of June 25, 2013

among

FIDELITY NATIONAL FINANCIAL, INC.,
as the Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent and Swing Line Lender,

JPMORGAN CHASE BANK, N.A.,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Co-Syndication Agents,

and

BANK OF THE WEST
BMO HARRIS BANK N.A.
CITIBANK, N.A.
FIFTH THIRD BANK
REGIONS BANK
UNION BANK, N.A.,
as Co-Documentation Agents

The Other Lenders Party Hereto

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
J.P. MORGAN SECURITIES LLC,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO SECURITIES, LLC,

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This THIRD AMENDED AND RESTATED CREDIT AGREEMENT ("Agreement") is entered into as of June 25, 2013, among FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and BANK OF AMERICA, N.A.**,** as Administrative Agent and Swing Line Lender.

WHEREAS, the Borrower, certain of the Lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of September 12, 2006, as amended and restated as of March 5, 2010 and further amended and restated as of April 16, 2012 (as heretofore amended and restated and in effect on the date of this Agreement, the "Existing Credit Agreement")~~.~~;

WHEREAS, the Borrower intends to acquire (the "Lion Acquisition~~"), indirectly, with Thomas H. Lee Partners L.P. and certain potential additional investors, if any (together with affiliates of such investors and funds managed or advised by such investors or their respective affiliates, the "Sponsors~~"), through a newly formed direct or indirect Subsidiary of the Borrower ("Newco") and Lion Merger Sub, Inc. ("Merger Sub"), a newly formed Subsidiary of Newco, Lender Processing Services, Inc., a Delaware corporation (the "Acquired Company")~~.~~;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of May 28, 2013 (including that certain consent, dated on or about the First Amendment Effective Date, in substantially the form previously submitted to the Administrative Agent, the "Lion Acquisition Agreement"), among the Borrower, Merger Sub and the Acquired Company, Merger Sub will merge with and into the Acquired Company, with the Acquired Company surviving as a wholly-owned Subsidiary of Newco~~.~~;

WHEREAS, following the consummation of the Lion Acquisition, Newco will form Newco LLC and contribute the Acquired Company (and/or certain of its Subsidiaries) and the Equity Interests comprising the business of ServiceLink to Newco LLC, each of which will assume from Newco a portion of the Mirror Notes;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend and restate, in its entirety, the Existing Credit Agreement to, among other things, extend the maturity of the "Commitments" under and as defined in the Existing Credit Agreement (the "Existing Commitments") to July 15, 2018 and to make certain other amendments that are desirable in connection with the Lion Acquisition~~.~~;

WHEREAS, (a) the Existing Commitment of each Lender that has agreed to such extension (by executing a counterpart of this Agreement) shall continue under this Agreement as an Extended Commitment and (b) the Existing Commitment of each Lender that has not agreed to such extension shall continue under this Agreement as an Original Commitment, in each case on the terms and conditions set forth herein~~.~~;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree that the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

ARTICLE I~~.~~
DEFINITIONS AND ACCOUNTING TERMS

Subsidiaries in an aggregate amount of up to approximately $1,450,000,000, but in any event in a sufficient amount to pay the aggregate consideration required to be paid in the Lion Acquisition.

"Borrowing" means a Revolving Borrowing or a Swing Line Borrowing, as the context may require.

"Bridge Commitment Letter" means that certain Commitment Letter dated as of October 24, 2013 among Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JP Morgan Chase Bank, N.A., J.P. Morgan Securities LLC and the Borrower.

"Bridge Loan" means that certain short-term Indebtedness incurred by the Borrower to finance a portion of Lion Acquisition in an aggregate amount of up to $800,000,000 with a term of not more than three Business Days, to be made on or about the Lion Acquisition Closing Date as contemplated by the Bridge Commitment Letter.

"Bridge Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of up to $800,000,000.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and, if such day relates to any Eurodollar Rate Loan, means any such day that is also a London Banking Day.

"Capital Expenditures" means, for any period, the aggregate of all expenditures by the Borrower and its Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during such period to property, plant or equipment, and including capitalized software expenditures, reflected in the consolidated statement of cash flows of the Borrower and its Subsidiaries.

"Capital Lease", as applied to any Person, means any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of that Person.

"Capitalized Lease Liabilities" means all monetary obligations of the Borrower or any of its Subsidiaries under any leasing or similar arrangement constituting a Capital Lease and, for purposes of each Loan Document, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP.

"Capital Stock" means, as to any Person, the equity interests in such Person, including, without limitation, the shares of each class of capital stock in any Person that is a corporation, each class of partnership interest in any Person that is a partnership, and each class of membership interest in any Person that is a limited liability company, and any warrants or options to purchase or otherwise acquire any such equity interests.

"Cash Equivalents" means:

(a) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities of not more than 12 months from the date of acquisition thereof;

"Closing Date" means the first date all the conditions precedent in Section 4.01 were satisfied or waived in accordance with Section 10.01, which was April 16, 2012.

"Code" means the Internal Revenue Code of 1986.

"Commitment" means, as to each Lender, the sum of such Lender's (a) Original Commitment, if any, and (b) Extended Commitment, if any.

"Compliance Certificate" means a certificate substantially in the form of Exhibit E.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Contingent Obligation" means (without duplication), as to any Person, any direct or indirect liability of that Person, with or without recourse, guaranteeing or intended to guarantee any Indebtedness, lease, dividend or other monetary obligation (the "primary obligations") of another Person (the "primary obligor") in any manner, including any obligation of that Person (a) to purchase, repurchase or otherwise acquire such primary obligations or any security therefor, (b) to advance or provide funds for the payment or discharge of any such primary obligation or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the holder of any such primary obligation against loss in respect thereof, including indebtedness under any letter of credit issued to provide credit support on behalf of the primary obligor to the holder of the primary obligations. The amount of any Contingent Obligation shall be deemed equal to the lesser of (x) the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or (y) the amount of the guaranty if limited in amount or, if not stated or if indeterminable or unlimited in amount, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith. If the Contingent Obligation is limited to recourse against particular assets, the amount of the Contingent Obligation shall be deemed to be the lesser of the above and the fair market value of the applicable assets. Notwithstanding the foregoing, the term "Contingent Obligation" shall not include (a) endorsements of instruments for deposit or collection in the ordinary course of business, and (b) obligations of any Insurance Subsidiary under Insurance Contracts, Reinsurance Agreements and Retrocession Agreements (but not including any of the foregoing that constitutes financial reinsurance).

"Continuing Director" means, at any date, an individual (a) who is a member of the Board of Directors of the Borrower on the Closing Date, (b) who, as at such date, has been a member of such Board of Directors for at least the 12 preceding months (or, for the period comprising the first 12 months after the Closing Date, has been a member of the Board of Directors at least since the Closing Date), or (c) who has been nominated to be a member of such Board of Directors by a majority of the other Continuing Directors then in office.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contributions" means, collectively, (a) the Borrower Contribution~~,~~ and (b) the ~~contribution on or about the Lion Acquisition Closing Date by the Borrower to Newco of the equity interests~~

~~comprising the "ServiceLink" business and (c) the purchase for cash on or about the Lion Acquisition Closing Date by the Sponsors from Newco of shares of common stock or other ownership interests of Newco in an aggregate amount of up to 49.9% of the aggregate ownership interests of Newco.~~ServiceLink Contribution.

"Control" has the meaning specified in the definition of "Affiliate".

"Convertible Indebtedness" means unsecured convertible Indebtedness of the Borrower, including such Indebtedness that is convertible (whether after the satisfaction of any one or more conditions or otherwise) into any combination of shares of Capital Stock and/or cash.

"Credit Extension" means each of the following: (a) a Revolving Borrowing and (b) a Swing Line Borrowing.

"Debt Rating" has the meaning specified in the definition of "Applicable Rate".

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, any state thereof or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurodollar Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, in each case to the fullest extent permitted by applicable Laws.

"Defaulting Lender" means, subject to Section 2.14(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Swing Line Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee,

"Extended Commitment" means, as to any Lender, its obligation, during the Extended Availability Period, to (a) make Revolving Loans to the Borrower pursuant to Section 2.01 and (b) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the heading "Extended Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of Extended Commitments on the Amendment Effective Date is $595,000,000.

"Extended Commitment Lender" has the meaning given to such term in the introductory statements to this Agreement and shall include each other Lender, from time to time party hereto, that holds an Extended Commitment (including any Original Commitment Lender which converts its Original Commitment to an Extended Commitment pursuant to Section 2.13(f)).

"Extended Maturity Date" means July 15, 2018; provided, however, that if such date is not a Business Day, the Extended Maturity Date shall be the next preceding Business Day.

"Facility Fee" has the meaning specified in Section 2.08(a).

"FAMI" means Fidelity Asset Management, Inc., a California corporation.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

"FCPA" has the meaning specified in Section 5.23(b).

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Fee Letter" means the letter agreement in respect of the amendment and extension of the Existing Credit Agreement, dated May 28, 2013, among the Borrower, the Administrative Agent, MLPFS, JPMorgan Chase Bank, N.A. and J.P. Morgan Securities LLC.

"Fidelity Newport" means Fidelity Newport Holdings, LLC, a Delaware corporation, which owns 100% of the Equity Interests of American Blue Ribbon Holdings, LLC, a Delaware limited liability company.

"First Amendment Effective Date" means the date of effectiveness of that certain First Amendment dated as of October 24, 2013 to this Agreement.

"Initial Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of up to $1,420,000,000 (or any other increased amount necessary to consummate the Lion Transactions).

"Insurance Code" means, with respect to any insurance company, the insurance code of its state of domicile and any successor statute of similar import, together with the regulations thereunder, as amended or otherwise modified and in effect from time to time. References to sections of the Insurance Code shall be construed to also refer to successor sections.

"Insurance Contract" means any insurance contract or policy issued by an Insurance Subsidiary but shall not include any Reinsurance Agreement or Retrocession Agreement.

"Insurance Subsidiary" means each Subsidiary of the Borrower identified as an Insurance Subsidiary (including Subsidiaries of such Subsidiary) on Schedule 5.14 and each other Subsidiary (including Subsidiaries of such Subsidiary) from time to time in the insurance business as certified by the Borrower in writing to the Administrative Agent.

"Intercompany Note" means that certain intercompany note issued by Newco, in exchange for part of the additional cash from the Borrower to Newco and the Borrower Contribution, to the Borrower in an aggregate principal amount of approximately $875,000,000.

"Interest Expense" means, for any period, the amount of interest expense of the Borrower (excluding any of its Subsidiaries) during such period determined in accordance with GAAP.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and each Maturity Date; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and each Maturity Date.

"Interest Period" means as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Revolving Loan Notice, or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) (A) no Interest Period in respect of any Revolving Loan outstanding prior to the Original Maturity Date shall extend beyond the Original Maturity Date and (B) no Interest

interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing, but excluding any interests of a lessor under any operating leases).

"Lion Acquisition" has the meaning specified in the introductory statements to this Agreement.

"Lion Acquisition Agreement" has the meaning specified in the introductory statements to this Agreement.

"Lion Acquisition Agreement Representations" means the representations relating to the Acquired Company and its Subsidiaries and its businesses in the Lion Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or any of its Subsidiaries has the right to terminate its obligations under the Lion Acquisition Agreement, or to decline to consummate the Lion Acquisition pursuant to the Lion Acquisition Agreement, as a result of a breach of such representations in the Lion Acquisition Agreement.

"Lion Acquisition Closing Date" means the date on which the Lion Acquisition is consummated.

"Lion Notes" means those certain 5.75% Senior Notes due 2023 of the Acquired Company, in the original aggregate principal amount of $600,000,000, issued pursuant to an Indenture, dated as of October 12, 2012, among the Acquired Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.

"Lion Notes Guarantee" means the guarantee by the Borrower of the Lion Notes pursuant to a supplemental indenture dated on or about the Lion Acquisition Closing Date.

"Lion Transactions" means, collectively, the Lion Acquisition, the making of the Mirror ~~Loan~~Loans and the application of the proceeds thereof, the issuance of the Mirror ~~Note~~Notes, the distribution of the Intercompany Note, the effectiveness of the Lion Notes Guarantee, the making of the Contributions, the incurrence and issuance of new term loans, bridge loans and/or notes in connection with the Lion Acquisition, the redemption of any Lion Notes pursuant to a change of control offer in connection with the Lion Acquisition, the consummation of the Refinancing, the payment of any related costs and expenses and the other transactions relating thereto disclosed by the Borrower to the Lead Arrangers prior to the First Amendment Effective Date; provided that after giving effect to each such transaction, Newco shall remain a Subsidiary of the Borrower.

"Loan" means an extension of credit by a Lender to the Borrower under Article II in the form of a Revolving Loan or a Swing Line Loan.

"Loan Documents" means this Agreement, each Note, the Fee Letter and all other documents executed and delivered by the Borrower to the Administrative Agent or any Lender in connection herewith.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Master Agreement" has the meaning specified in the definition of "Swap Contract".

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the ability of the Borrower to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Loan Document to which it is a party.

"Material Insurance Subsidiary" means a Material Subsidiary that is also an Insurance Subsidiary.

"Material Subsidiary" means, at any time, (a) each Subsidiary of the Borrower identified as a Material Subsidiary on Schedule 5.14 and (b) each other Subsidiary having (on a consolidated basis with its Subsidiaries) at such time either (i) total (gross) revenues for the Test Period in excess of 5% of the total (gross) revenues of the Borrower and its Subsidiaries for such Test Period or (ii) total assets, as of the last day of the preceding fiscal quarter, having a net book value in excess of 5% of the total assets of the Borrower and its Subsidiaries as of such day, in each case, based upon the Borrower's most recent annual or quarterly financial statements delivered to the Administrative Agent under Section 6.01.

"Maturity Date" means the Original Maturity Date or the Extended Maturity Date, as applicable.

"Maximum Rate" has the meaning specified in Section 10.09.

"Merger Sub" has the meaning specified in the introductory statements to this Agreement.

~~"Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of approximately $1,420,000,000 (or any other increased amount necessary to consummate the Lion Transactions).~~

"Mirror Loans" means the Initial Mirror Loan and the Bridge Mirror Loan.

"Mirror ~~Note~~Notes" means the intercompany ~~note~~notes issued by Newco to the Borrower evidencing the Mirror ~~Loan~~Loans.

"MLPFS" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as a joint lead arranger and a joint book manager.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"NAIC" means the National Association of Insurance Commissioners or any successor thereto, or in absence of the National Association of Insurance Commissioners or such successor, any other

association, agency or other organization performing advisory, coordination or other like functions among insurance departments, insurance commissioners and similar Governmental Authorities of the various states of the United States toward the promotion of uniformity in the practices of such Governmental Authorities.

"Net Disposition Proceeds" means, as to any Disposition by a Person, proceeds in cash as and when received by such Person, net of (a) the direct costs relating to such Disposition excluding amounts payable to such Person or any Affiliate of such Person, (b) the amount of all taxes paid or reasonably estimated to be payable by such Person in connection therewith, but including the excess, if any, of the estimated taxes payable in connection with such Disposition over the actual amount of taxes paid, immediately after the payment of such taxes, (c) amounts required to be applied to repay principal, interest and prepayment premiums and penalties on Indebtedness secured by a Lien on the asset which is the subject of such Disposition, and (d) the amount of any reasonable reserve established in accordance with GAAP (i) in respect of adjustments in the sale price of the asset which is the subject of such Disposition and (ii) against any liabilities (other than any taxes deducted pursuant to clause (b) above) associated with the assets sold or disposed of and retained by the Borrower or any of its Subsidiaries (provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Disposition Proceeds realized on the date of such reduction).

"Net Income" means, for any period, (a) for the Borrower's Subsidiaries which are non-Insurance Subsidiaries, the net income of such non-Insurance Subsidiaries from continuing operations before extraordinary items (excluding from the calculation of net income gains and losses from Dispositions of assets) for that period and (b) for purposes of Section 7.09(a), the net income of the Borrower and its Subsidiaries from continuing operations before extraordinary items (excluding from the calculation of net income (x) gains and losses from Dispositions of assets and (y) any net income attributable to any noncontrolling interest) for that period.

"Net Worth" means, at any time, the sum of all amounts (without duplication) which, in accordance with GAAP, would be included in the Borrower's total equity (excluding (x) unrealized gains or losses recorded pursuant to FAS 115 and (y) for purposes of Section 7.09(a) only, the Net Worth attributable to any noncontrolling interest) as required to be reported in the Borrower's then most recent consolidated balance sheet required to be delivered to the Administrative Agent pursuant to this Agreement.

"Newco" has the meaning specified in the introductory statements to this Agreement.

"Newco LLC" means Black Knight Financial Services I, LLC and Black Knight Financial Services II, LLC, limited liability companies organized under the laws of the State of Delaware formed by Newco.

"Non-Consenting Lender" means any Lender (i) that does not approve any consent, waiver or amendment that (A) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (B) has been approved by the Required Lenders or (ii) that prohibits an Acquisition by the Borrower or a Subsidiary by the exercise of clause (c) of the definition of "Permitted Acquisition", which Acquisition would otherwise be a Permitted Acquisition.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

“Restricted Payments” has the meaning specified in Section 7.06.

“Retrocession Agreement” means any agreement, contract, treaty or other arrangement whereby one or more insurers or reinsurers, as retrocessionaires, assume liabilities of reinsurers under a Reinsurance Agreement or other retrocessionaires under another Retrocession Agreement.

“Revolving Borrowing” means a borrowing consisting of simultaneous Revolving Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

“Revolving Credit Exposure” means, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Loans and such Lender’s participation in Swing Line Loans at such time.

“Revolving Loan” has the meaning specified in Section 2.01.

“Revolving Loan Note” means a promissory note made by the Borrower in favor of a Lender evidencing Revolving Loans made by such Lender, substantially in the form of Exhibit C.

“Revolving Loan Notice” means a notice of (a) a Revolving Borrowing, (b) a conversion of Revolving Loans from one Type to the other, or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

“Sanctions” has the meaning specified in Section 5.23(a).

“SAP” means, as to any insurance company, the statutory accounting practices prescribed or permitted by the Department, or in the event that the Department fails to prescribe or address such practices, NAIC guidelines.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Securitization Vehicle” means one or more special purpose vehicles that are, directly or indirectly, wholly-owned Subsidiaries of the Borrower and are Persons organized for the limited purpose of entering into a Permitted Accounts Securitization and whose structure is designed to insulate such vehicle from the credit risk of the Borrower and its other Subsidiaries.

“ServiceLink Contribution” means the contribution on or about the Lion Acquisition Closing Date by the Borrower to Newco of the Equity Interests comprising the business of ServiceLink.

“ServiceLink” means ServiceLink, Inc., a Delaware corporation.

“Solvent” means, as to any Person at any time, that (a) the fair value of the property of such Person is greater than the amount of such Person’s liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 548 of the Bankruptcy Code of the United States and for purposes of the New York Uniform Fraudulent Transfer Act; (b) the present fair saleable value of the property of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they

become absolute and matured; (c) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Specified Financial Statements" means, collectively, (a) audited consolidated balance sheets of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows, for each of the three most recently completed fiscal years ended at least 90 days before the Lion Acquisition Closing Date, including, an unqualified audit report thereon; (b) unaudited consolidated balance sheets of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows for each subsequent fiscal quarter and for the elapsed interim period following the last completed fiscal year and for the comparable periods of the prior fiscal year (the "Quarterly Financial Statements") and (c) a pro forma consolidated balance sheet and related consolidated statement of income or operations of the Borrower for the last completed fiscal year and for the latest interim period covered by the Quarterly Financial Statements, in each case after giving effect to the Lion Transactions (the "Pro Forma Financial Statements"), all of which financial statements shall be prepared in accordance with generally accepted accounting principles in the United States and meet the requirements of Regulation S-X under the Securities Act of 1933 (the "Securities Act"), as amended and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under the Securities Act on Form S-3; provided that financial statements of the Acquired Company and Pro Forma Financial Statements shall only be provided to the extent required by Rule 3-05 and Article 11 of Regulation S-X.

"Specified Representations" means the representations and warranties set forth in Sections 5.01(a) (as it relates to the Borrower only) and (b)(ii) (as it relates to the Borrower only), 5.02 (other than clauses (b) and (c) thereof), 5.04, 5.15, 5.17 (solely as it relates to the Act) and 5.18 (determined on a pro forma basis after giving effect to the Lion Transactions).

~~"Sponsors" has the meaning specified in the introductory statements to this Agreement.~~

"Strategic Investment Subsidiaries" means any Person in which the Borrower or any Subsidiary (a) owns a minority Investment on the Closing Date or (b) acquires a minority Investment after the Closing Date, in each case at such time as such Person becomes a Subsidiary and, subject to Section 6.12, solely for so long as such Person continues to be a Subsidiary, including but not limited to, Remy, Fidelity Newport and Ceridian Corporation to the extent they become Subsidiaries. Notwithstanding any provision of this Agreement or any other Loan Document to the contrary, (i) the only representations and warranties made herein with respect to the Subsidiaries of the Borrower that shall apply to the Strategic Investment Subsidiaries and their respective Subsidiaries are the representations and warranties made in Section 5.05 and Section 5.14 hereof, (ii) the only covenants made herein with respect to the Subsidiaries of the Borrower in Articles VI and Articles VII hereof that shall apply to the Strategic Investment Subsidiaries and their respective Subsidiaries are the covenants made in Section 6.01, Section 6.12, Section 7.01, Section 7.02, Section 7.04, Section 7.05 and Section 7.09 and (iii) each reference to "Subsidiary" in the Events of Default specified in Article VIII (other than (x) in Section 8.01(f), (y) in Sections 8.01(b) and 8.01(c) as each relates to the performance by a Strategic Investment Subsidiary of the covenants in Sections 6.01, 6.12, 7.01, 7.02, 7.04, 7.05 and 7.09 and (z) in Section 8.01(d) as it relates to the representations and warranties made

"Swing Line Note" means a promissory note made by the Borrower in favor of the Swing Line Lender evidencing Swing Line Loans made by the Swing Line Lender, substantially in the form of Exhibit D.

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.03(b), which, if in writing, shall be substantially in the form of Exhibit B.

"Swing Line Sublimit" means an amount equal to the lesser of (a) $25,000,000 and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

"Synthetic Lease Lenders" means those lending institutions that provide financing under the Permitted Synthetic Lease.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" means, for any determination under this Agreement, (a) for any Person which becomes a Subsidiary pursuant to an Acquisition, (i) during the fiscal year of the Borrower during which such Acquisition is consummated, the period beginning on the first day of such fiscal year and ending on the last day of the fiscal quarter of the Borrower then last ended and (ii) at all times after the end of the fiscal year of the Borrower during which such Acquisition is consummated, the four consecutive fiscal quarters of the Borrower then last ended and (b) for the Borrower and any other Subsidiary, the four consecutive fiscal quarters of the Borrower then last ended.

"Total Capitalization" means, at any time, the sum of Net Worth and Total Debt (without giving effect to the proviso at the end of such definition).

"Total Credit Exposure" means, as to any Lender at any time, the unused Commitments and Revolving Credit Exposure of such Lender at such time.

"Total Debt" means, at any time, (a) with respect to the Borrower and its Subsidiaries (including, for the avoidance of doubt, any Strategic Investment Subsidiary and its Subsidiaries at the time of determination) the sum, without duplication, of (i) Applicable Debt at such time, (ii) non-contingent reimbursement or payment obligations in respect of the items referred to in clause (b) of the definition of "Indebtedness" contained in this Agreement at such time, and (iii) Contingent Obligations in respect of Applicable Debt of another Person at such time, minus (b) Non-Recourse Debt of the Designated Subsidiaries; provided that solely for purposes of Section 7.09(b)(x) and (to the extent the end of any fiscal quarter occurs during the term of the Bridge Loan) (y)(ii), Total Debt shall exclude the aggregate principal amount of the Bridge Loan.

"Total Debt to Total Capitalization Ratio" means, at any time, the ratio of Total Debt to Total Capitalization at such time.

(b) Other than with respect to any Credit Extension on the Lion Acquisition Closing Date, no Default shall exist, or would result from such proposed Credit Extension.

(c) The Administrative Agent and, if applicable, the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Solely with respect to any Credit Extension on the Lion Acquisition Closing Date:

(i) the Lion Acquisition shall have been, or shall concurrently with such Credit Extension be, consummated in accordance with the terms of the Lion Acquisition Agreement, without giving effect to any alteration, amendment, change, supplement, waiver or consent thereto or thereunder that is materially adverse to the Lenders and the Arrangers, unless consented to by the Lead Arrangers;, it being understood and agreed that certain consent, dated on or about the First Amendment Effective Date, in substantially the form previously submitted to the Administrative Agent, shall not be deemed to be an alteration, amendment, change, supplement, waiver or consent that is materially adverse to the Lenders or the Arrangers;

(ii) the Lead Arrangers shall have received the Specified Financial Statements (it being understood and agreed that the Borrower's and the Acquired Company's public filing of any financial statements set forth in clauses (a) and (b) of the definition thereof with the SEC shall satisfy the requirements of this clause (d)(ii) with respect thereto) (it being understood and agreed that the Lead Arrangers will make available such Specified Financial Statements to the Lenders in accordance with the final paragraph of Section 6.02);

(iii) (x) all fees required to be paid to the Administrative Agent, the Arrangers and the Lenders by the Borrower on or before the Lion Acquisition Closing Date in connection with the Lion Transactions shall have been paid, and (y) all expenses required to be paid or reimbursed to the Administrative Agent and the Arrangers shall have been paid or reimbursed to the extent, in the case of this subclause (y), invoiced at least two (2) Business Days in advance of the Lion Acquisition Closing Date;

(iv) the Lead Arrangers shall have received satisfactory evidence of the consummation of the ContributionsBorrower Contribution (or, in lieu thereof, a cash contribution of at least the same amount by the Borrower) and the ServiceLink Contribution, the making of the Mirror LoanLoans, the issuance of the Mirror NoteNotes, the distribution of the Intercompany Note, the effectiveness of the Lion Notes Guarantee and the consummation of the Refinancing;

(v) since March 31, 2013, there having been no Acquired Company Material Adverse Effect; and

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(d)(i), (iv) and (v) have been satisfied.

Each Request for Credit Extension (other than a Revolving Loan Notice requesting only a conversion of Revolving Loans to the other Type or a continuation of Eurodollar Rate Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) (and, solely with respect to any Credit Extension on the Lion

Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) The Borrower or any Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness incurred pursuant to (x) the Public Debentures, ~~or~~ (y) the Bridge Loan, or (z) any other Indebtedness or Contingent Obligation (other than Indebtedness hereunder, Indebtedness under Swap Contracts, Indebtedness permitted under Section 7.04(m), intercompany accounts payable, and Capital Lease Liabilities or purchase money Indebtedness with respect to which a bona fide dispute exists which is being actively contested by the Borrower or the applicable Subsidiary) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than 3% of Net Worth as of the fiscal quarter immediately preceding any such failure, and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Contingent Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Indebtedness or Contingent Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer (other than any change of control offer made or required to be made in respect of the Lion Notes as a result of the Lion Acquisition or the other Lion Transactions) to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Indebtedness to become payable or cash collateral in respect thereof to be demanded, excluding, however, any such event creating any right of conversion or mandatory prepayment of any Convertible Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof (excluding any portion thereof payable in common Equity Interests of the Borrower or such Subsidiary) is greater than 3% of Net Worth as of the fiscal quarter immediately preceding any such Early Termination Date; or

(f) Insolvency Proceedings, Etc. The Borrower or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or any Insurance Subsidiary shall become subject to any conservation, rehabilitation or liquidation order, directive or mandate issued by an Governmental Authority; or

(g) Inability to Pay Debts; Attachment. (i) The Borrower or any Material Subsidiary ceases to be Solvent, or becomes unable or admits in writing its inability or fails generally to pay its debts as

Exhibit 10.3

FIRST AMENDMENT dated as of October 24, 2013 (this "Amendment Agreement") to the Term Loan Credit Agreement, dated as of July 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"), among Fidelity National Financial, Inc. (the "Borrower"), the several lenders from time to time party thereto, Bank of America, N.A., as administrative agent (the "Administrative Agent"), and the other agents parties thereto. Unless otherwise defined herein, terms defined in the Amended Credit Agreement (as defined below) and used herein shall have the meanings given to them in the Amended Credit Agreement.

WHEREAS, the Borrower has requested an amendment to the Existing Credit Agreement pursuant to which certain provisions of the Existing Credit Agreement, including certain conditions precedent to borrowing, a financial covenant and certain definitions relating to the Lion Transaction, will be amended; and

WHEREAS, in order to effect the foregoing, the Borrower and the other parties hereto desire to amend, as of the First Amendment Effective Date (as defined below), the Existing Credit Agreement and to enter into certain other agreements set forth herein, in each case subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. *Amendment of the Existing Credit Agreement.* Effective as of the First Amendment Effective Date, the Existing Credit Agreement is hereby amended (the Existing Credit Agreement, as so amended, the "Amended Credit Agreement") to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicating textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Amended Credit Agreement attached as Exhibit A hereto. Except as set forth above, all schedules and exhibits to the Existing Credit Agreement, in the forms thereof in effect immediately prior to the First Amendment Effective Date, will continue to be schedules and exhibits to the Amended Credit Agreement.

Section 2. *Representations and Warranties.* To induce the Administrative Agent and the Lenders to enter into this Amendment Agreement, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) (i) The Borrower has all requisite power and authority to execute, deliver and perform its obligations under this Amendment Agreement, (ii) this Amendment Agreement has been duly executed and delivered by the Borrower, and (iii) this Amendment Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by Debtor Relief Laws and general equitable principles.

(b) As of the First Amendment Effective Date, no Default shall exist, or would result from this Amendment Agreement or any transactions contemplated hereby to occur on the First Amendment Effective Date.

(c) Each of the representations and warranties of the Borrower contained in Article V of the Amended Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

Section 3. *Effectiveness of this Amendment Agreement and the Amended Credit Agreement.* The effectiveness of this Amendment Agreement and the amendment of the Existing Credit Agreement set forth herein is subject to the satisfaction of the following conditions precedent (the date on which all of such conditions shall first be satisfied (or waived), which in the case of clause (b) may be substantially concurrent with the satisfaction of the other conditions specified below, the "First Amendment Effective Date"):

(a) The Administrative Agent's receipt of the following:

(i) duly executed counterparts hereof that, when taken together, bear the signatures of the Borrower, the Required Lenders and the Administrative Agent;

(ii) a certificate signed by a Responsible Officer of the Borrower certifying as to the matters set forth in Section 2(b) and 2(c) hereof; and

(b) The Borrower shall have paid, subject to the limitations set forth in Section 10.04 of the Amended Credit Agreement and to the extent invoiced at least three Business Days prior to the First Amendment Effective Date, the reasonable out-of-pocket expenses of the Administrative Agent and Arrangers in connection with this Amendment Agreement, including the reasonable and documented out-of-pocket fees and expenses of one counsel (including any local counsel) for the Administrative Agent and the Arrangers, taken as a whole.

(c) The First Amendment Effective Date shall have occurred on or before October 24, 2013.

Section 4. *Effect of Amendment.* (a) Except as expressly set forth herein or in the Amended Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Existing Credit Agreement or any other Loan Document and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which, subject to the terms of the Amended Credit Agreement, are ratified and affirmed in all respects and shall continue in full force and effect. Nothing

herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

(b) On and after the First Amendment Effective Date, each reference in the Existing Credit Agreement to “this Agreement”, “hereunder”, “hereof’, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Loan Document shall be deemed a reference to the Amended Credit Agreement. This Amendment Agreement shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.

Section 5. *Governing Law.* THIS AMENDMENT AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. THIS AGREEMENT HAS BEEN ENTERED INTO PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 6. *Counterparts*. This Amendment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment Agreement by facsimile or electronic transmission (including in “.pdf” or “.tif” format) shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. *Headings*. The headings of this Amendment Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed and delivered by their respective duly authorized officers or representatives as of the day and year first above written.

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Brent B. Bickett

Name: Brent B. Bickett
Title: Executive Vice President,
Corporate Finance

BANK OF AMERICA, N.A.,
as Administrative Agent and Lender

By: /s/ Jason Cassity
Name: Jason Cassity
Title: Director

SIGNATURE PAGE TO AMENDMENT

Name of Lender: JPMORGAN CHASE BANK, N.A.

Aggregate amount of outstanding Loans:

$87,500,000

By: /s/ Richard Barracato
Name: Richard Barracato
Title: Vice President

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: U.S. Bank, NA

Aggregate amount of outstanding Loans:

$87,500,000

By: /s/ James Cooper
Name: James Cooper
Title: Senior Vice President

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: WELLS FARGO BANK, NA

Aggregate amount of outstanding Term Loan Commitment:

$87,500,000

By: /s/ Grainne M. Pergolini
Name: Grainne M. Pergolini
Title: Director

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: BMO Harris Bank N.A.

Aggregate amount of outstanding Loans:

$62,500,000.00

By: /s/ Sean T. Ball
Name: Sean T. Ball
Title: Vice President

SIGNATURE PAGE TO AMENDMENT

Name of Lender: CitiBank, N.A.

Aggregate amount of outstanding Loans Commitments:

$62,500,000

By: /s/ Robert Porwick
Name: Robert Porwick
Title: Director, CitiBank, N.A.

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Fifth Third Bank, An Ohio Banking Corporation

Aggregate amount of outstanding Loans:

$62,500,000.00

By: /s/ John A. Marian
Name: John A. Marian
Title: Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: PNC Bank, National Association

Aggregate amount of existing Term Loan Commitments:

$62,500,000

By: /s/ Gustavus A. Bahr
Name: Gustavus A. Bahr
Title: Senior Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: RBS Citizens, N.A.

Aggregate amount of outstanding Loans:

$62,500,000

By: /s/ Mike Jones
Name: Mike Jones
Title: VP

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Regions Bank

Aggregate amount of outstanding Loans:

$62,500,000

By: /s/ Gregory H. Jones
Name: Gregory H. Jones
Title: Senior Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Union Bank N.A.

Aggregate amount of outstanding Loans:

$62,500,000.00

By: /s/ Lyle Bower
Name: Lyle Bower
Title: Vice President

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO TERM LOAN - AMENDMENT

Name of Lender: COMERICA BANK

Aggregate amount of outstanding TERM Loan Commitments:

$50,000,000 (FIFTY MILLION US DOLLARS)

By: /s/ Thomas M. Hicks
Name: Thomas M. Hicks
Title: Vice President
Date: October 24, 2013

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Compass Bank

Aggregate amount of outstanding Loans:

$50,000,000.00

By: /s/ Susana Campuzano
Name: Susana Campuzano
Title: Senior Vice President

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Capital One, N.A.

Aggregate amount of outstanding Loans:

$40,000,000.00

By: /s/ David Mahen
Name: David Mahen
Title: SVP

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: KEYBANK NATIONAL ASSOCIATION

Aggregate amount of outstanding Loans:

$35,000,000

By: /s/ James Cribbet
Name: James Cribbet
Title: Senior Vice President

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Chang Hwa Commercial Bank, Ltd., New York Branch

Aggregate amount of outstanding Loans:

$20,000,000

By: /s/ Eric Y.S. Tsai
Name: Eric Y.S. Tsai
Title: Vice President & General Manager

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: BOKF N.A. d/b/a Bank of Texas

Aggregate amount of outstanding Loans:

$15,000,000

By: /s/ J. Patrick Brockette
Name: J. Patrick Brockette
Title: Senior Vice President

Second signature (if required):

By: ____________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: Bank of Hawaii

Aggregate amount of outstanding Loans:

$10,000,000

By: /s/ Donovan Koki
Name: Donovan Koki
Title: SVP

Second signature (if required):

By: ______________________
Name:
Title:

[Signature Page to Term Loan Amendment]

SIGNATURE PAGE TO AMENDMENT

Name of Lender: HUA NAN COMMERCIAL BANK, LTD. NEW YORK AGENCY

Aggregate amount of outstanding Loans:

$10,000,000.00

By: /s/ Shu-Fei (Sophia) Lin
Name: Shu-Fei (Sophia) Lin
Title: Vice President & General Manager

Second signature (if required):

By: ______________________________
Name:
Title:

[Signature Page to Term Loan Amendment]

Exhibit A

Amendments to Credit Agreement

[*Following page*]

Exhibit A

Published CUSIP Number: 31620KAF7
Deal CUSIP Number: 31620KAE0

TERM LOAN CREDIT AGREEMENT

Dated as of July 11, 2013

among

FIDELITY NATIONAL FINANCIAL, INC.,
as the Borrower,

BANK OF AMERICA, N.A.,
as Administrative Agent,

JPMORGAN CHASE BANK, N.A.,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Co-Syndication Agents,

and

BANK OF THE WEST
BMO HARRIS BANK N.A.
CITIBANK, N.A.
FIFTH THIRD BANK
REGIONS BANK
UNION BANK, N.A.
PNC BANK NATIONAL ASSOCIATION
RBS CITIZENS, N.A.,
as Co-Documentation Agents

The Other Lenders Party Hereto

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
J.P. MORGAN SECURITIES LLC,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO SECURITIES, LLC,
as
Joint Lead Arrangers and Joint Book Managers

TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT ("Agreement") is entered into as of July 11, 2013, among FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and BANK OF AMERICA, N.A., as Administrative Agent.

WHEREAS, the Borrower intends to acquire (the "Lion Acquisition~~"), indirectly, with Thomas H. Lee Partners L.P. and certain potential additional investors, if any (together with affiliates of such investors and funds managed or advised by such investors or their respective affiliates, the "Sponsors~~"), through a newly formed direct or indirect Subsidiary of the Borrower ("Newco") and Lion Merger Sub, Inc. ("Merger Sub"), a newly formed Subsidiary of Newco, Lender Processing Services, Inc., a Delaware corporation (the "Acquired Company")~~.~~;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of May 28, 2013 (including that certain consent, dated on or about the First Amendment Effective Date, in substantially the form previously submitted to the Administrative Agent, the "Lion Acquisition Agreement"), among the Borrower, Merger Sub and the Acquired Company, Merger Sub will merge with and into the Acquired Company, with the Acquired Company surviving as a wholly-owned Subsidiary of Newco~~.~~;

WHEREAS, following the consummation of the Lion Acquisition, Newco will form Newco LLC and contribute the Acquired Company (and/or certain of its Subsidiaries) and the Equity Interests comprising the business of ServiceLink to Newco LLC, each of which will assume from Newco a portion of the Mirror Notes;

WHEREAS, the Borrower has requested that the Lenders extend credit in the form of term loans in an aggregate principal amount of $1,100,000,000 on the Funding Date in connection with the Lion Acquisition~~.~~;

WHEREAS, the Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein~~.~~;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I. DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Acquired Company" has the meaning specified in the introductory statements to this Agreement.

"Acquired Company Credit Facility" means the credit facilities made available under that certain Amended and Restated Credit Agreement, dated as of August 18, 2011, as amended as of October 19, 2012, among the Acquired Company, the lenders party thereto and JP Morgan Chase Bank, N.A., as administrative agent.

"Acquired Company Material Adverse Effect" means any change, effect, event, occurrence, circumstance or state of facts that, individually or in the aggregate with all other changes, effects, events, occurrences, circumstances and states of fact, (1) is or would reasonably be expected to be

or any other form (including electronic documentation generated by MarkitClear or other electronic platform) approved by the Administrative Agent.

"Attributable Indebtedness" means, on any date, in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease.

"Audited Financial Statements" means the audited consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2012**,** and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto.

"Bank of America" means Bank of America, N.A. and its successors.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," and (c) the Eurodollar Rate plus 1.00%. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrower Contribution" means the contribution on or about the Lion Acquisition Closing Date by the Borrower to Newco of common stock and cash on hand of the Borrower and its Subsidiaries in an aggregate amount of up to approximately $1,450,000,000, but in any event in a sufficient amount to pay the aggregate consideration required to be paid in the Lion Acquisition.

"Borrowing" means a borrowing consisting of Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Bridge Commitment Letter" means that certain Commitment Letter dated as of October 24, 2013 among Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, JP Morgan Chase Bank, N.A., J.P. Morgan Securities LLC and the Borrower.

"Bridge Loan" means that certain short-term Indebtedness incurred by the Borrower to finance a portion of Lion Acquisition in an aggregate amount of up to $800,000,000 with a term of not more than three Business Days, to be made on or about the Lion Acquisition Closing Date as contemplated by the Bridge Commitment Letter.

"Bridge Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of up to $800,000,000.

"Contingent Obligation" means (without duplication), as to any Person, any direct or indirect liability of that Person, with or without recourse, guaranteeing or intended to guarantee any Indebtedness, lease, dividend or other monetary obligation (the "primary obligations") of another Person (the "primary obligor") in any manner, including any obligation of that Person (a) to purchase, repurchase or otherwise acquire such primary obligations or any security therefor, (b) to advance or provide funds for the payment or discharge of any such primary obligation or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the holder of any such primary obligation against loss in respect thereof, including indebtedness under any letter of credit issued to provide credit support on behalf of the primary obligor to the holder of the primary obligations. The amount of any Contingent Obligation shall be deemed equal to the lesser of (x) the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made or (y) the amount of the guaranty if limited in amount or, if not stated or if indeterminable or unlimited in amount, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith. If the Contingent Obligation is limited to recourse against particular assets, the amount of the Contingent Obligation shall be deemed to be the lesser of the above and the fair market value of the applicable assets. Notwithstanding the foregoing, the term "Contingent Obligation" shall not include (a) endorsements of instruments for deposit or collection in the ordinary course of business, and (b) obligations of any Insurance Subsidiary under Insurance Contracts, Reinsurance Agreements and Retrocession Agreements (but not including any of the foregoing that constitutes financial reinsurance).

"Continuing Director" means, at any date, an individual (a) who is a member of the Board of Directors of the Borrower on the Closing Date, (b) who, as at such date, has been a member of such Board of Directors for at least the 12 preceding months (or, for the period comprising the first 12 months after the Closing Date, has been a member of the Board of Directors at least since the Closing Date), or (c) who has been nominated to be a member of such Board of Directors by a majority of the other Continuing Directors then in office.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contributions" means, collectively, (a) the Borrower Contribution~~,~~ and (b) the ~~contribution on or about the Lion Acquisition Closing Date by the Borrower to Newco of the equity interests comprising the "ServiceLink" business and (c) the purchase for cash on or about the Lion Acquisition Closing Date by the Sponsors from Newco of shares of common stock or other ownership interests of Newco in an aggregate amount of up to 49.9% of the aggregate ownership interests of Newco.~~ServiceLink Contribution.

"Control" has the meaning specified in the definition of "Affiliate".

"Convertible Indebtedness" means unsecured convertible Indebtedness of the Borrower, including such Indebtedness that is convertible (whether after the satisfaction of any one or more conditions or otherwise) into any combination of shares of Capital Stock and/or cash.

"Fidelity Newport" means Fidelity Newport Holdings, LLC, a Delaware corporation, which owns 100% of the Equity Interests of American Blue Ribbon Holdings, LLC, a Delaware limited liability company.

"First Amendment Effective Date" means the date of effectiveness of that certain First Amendment dated as of October 24, 2013 to this Agreement.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Fortuna" means Fortuna Service Company, LLC, a California limited liability company.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"Funding Date" means a date in which all conditions precedent in Section 4.02 are satisfied or waived in accordance with Section 10.01.

"GAAP" means, subject to Section 1.03, generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments or incurred in connection with bankers' acceptances, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses;

"Information" has the meaning specified in Section 10.07.

"Initial Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of up to $1,420,000,000 (or any other increased amount necessary to consummate the Lion Transactions).

"Insurance Code" means, with respect to any insurance company, the insurance code of its state of domicile and any successor statute of similar import, together with the regulations thereunder, as amended or otherwise modified and in effect from time to time. References to sections of the Insurance Code shall be construed to also refer to successor sections.

"Insurance Contract" means any insurance contract or policy issued by an Insurance Subsidiary but shall not include any Reinsurance Agreement or Retrocession Agreement.

"Insurance Subsidiary" means each Subsidiary of the Borrower identified as an Insurance Subsidiary (including Subsidiaries of such Subsidiary) on Schedule 5.14 and each other Subsidiary (including Subsidiaries of such Subsidiary) from time to time in the insurance business as certified by the Borrower in writing to the Administrative Agent.

"Intercompany Note" means that certain intercompany note issued by Newco, in exchange for part of the additional cash from the Borrower to Newco and the Borrower Contribution, to the Borrower in an aggregate principal amount of approximately $875,000,000.

"Interest Expense" means, for any period, the amount of interest expense of the Borrower (excluding any of its Subsidiaries) during such period determined in accordance with GAAP.

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Eurodollar Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means as to each Eurodollar Rate Loan, the period commencing on the date such Eurodollar Rate Loan is disbursed or converted to or continued as a Eurodollar Rate Loan and ending on the date one, two, three or six months thereafter, as selected by the Borrower in its Loan Notice, or such other period that is twelve months or less requested by the Borrower and consented to by all the Lenders; provided that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Eurodollar Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) (A) no Interest Period shall extend beyond the Maturity Date.

substantially the same economic effect as any of the foregoing, but excluding any interests of a lessor under any operating leases).

"Lion Acquisition" has the meaning specified in the introductory statements to this Agreement.

"Lion Acquisition Agreement" has the meaning specified in the introductory statements to this Agreement.

"Lion Acquisition Agreement Representations" means the representations relating to the Acquired Company and its Subsidiaries and its businesses in the Lion Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or any of its Subsidiaries has the right to terminate its obligations under the Lion Acquisition Agreement, or to decline to consummate the Lion Acquisition pursuant to the Lion Acquisition Agreement, as a result of a breach of such representations in the Lion Acquisition Agreement.

"Lion Acquisition Closing Date" means the date on which the Lion Acquisition is consummated.

"Lion Notes" means those certain 5.75% Senior Notes due 2023 of the Acquired Company, in the original aggregate principal amount of $600,000,000, issued pursuant to an Indenture, dated as of October 12, 2012, among the Acquired Company, certain of its subsidiaries and U.S. Bank National Association, as trustee.

"Lion Notes Guarantee" means the guarantee by the Borrower of the Lion Notes pursuant to a supplemental indenture dated on or about the Lion Acquisition Closing Date.

"Lion Transactions" means, collectively, the Lion Acquisition, the making of the Mirror ~~Loan~~Loans and the application of the proceeds thereof, the issuance of the Mirror ~~Note~~Notes, the distribution of the Intercompany Note, the effectiveness of the Lion Notes Guarantee, the making of the Contributions, the incurrence and issuance of new term loans, bridge loans and/or notes in connection with the Lion Acquisition, the redemption of any Lion Notes pursuant to a change of control offer in connection with the Lion Acquisition, the consummation of the Refinancing, the payment of any related costs and expenses and the other transactions relating thereto disclosed by the Borrower to the Lead Arrangers prior to the ~~Closing~~First Amendment Effective Date; provided that after giving effect to each such transaction, Newco shall remain a Subsidiary of the Borrower.

"Loan" has the meaning specified in Section 2.01.

"Loan Documents" means this Agreement, each Note, the Fee Letter and all other documents executed and delivered by the Borrower to the Administrative Agent or any Lender in connection herewith.

"Loan Notice" means a notice of (a) the Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of Eurodollar Rate Loans, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Master Agreement" has the meaning specified in the definition of "Swap Contract".

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the ability of the Borrower to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Loan Document to which it is a party.

"Material Insurance Subsidiary" means a Material Subsidiary that is also an Insurance Subsidiary.

"Material Subsidiary" means, at any time, (a) each Subsidiary of the Borrower identified as a Material Subsidiary on Schedule 5.14 and (b) each other Subsidiary having (on a consolidated basis with its Subsidiaries) at such time either (i) total (gross) revenues for the Test Period in excess of 5% of the total (gross) revenues of the Borrower and its Subsidiaries for such Test Period or (ii) total assets, as of the last day of the preceding fiscal quarter, having a net book value in excess of 5% of the total assets of the Borrower and its Subsidiaries as of such day, in each case, based upon the Borrower's most recent annual or quarterly financial statements delivered to the Administrative Agent under Section 6.01.

"Maturity Date" means the date that is five years from the Funding Date; *provided*, however, that if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Maximum Rate" has the meaning specified in Section 10.09.

"Merger Sub" has the meaning specified in the introductory statements to this Agreement.

~~"Mirror Loan" means the loan made on or about the Lion Acquisition Closing Date by the Borrower to Newco in an aggregate amount of approximately $1,420,000,000 (or any other increased amount necessary to consummate the Lion Transactions).~~

"Mirror Loans" means the Initial Mirror Loan and the Bridge Mirror Loan.

"Mirror ~~Note~~Notes" means the intercompany ~~note~~notes issued by Newco to the Borrower evidencing the Mirror ~~Loan~~Loans.

"MLPFS" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, in its capacity as a joint lead arranger and a joint book manager.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"NAIC" means the National Association of Insurance Commissioners or any successor thereto, or in absence of the National Association of Insurance Commissioners or such successor, any other

association, agency or other organization performing advisory, coordination or other like functions among insurance departments, insurance commissioners and similar Governmental Authorities of the various states of the United States toward the promotion of uniformity in the practices of such Governmental Authorities.

"Net Disposition Proceeds" means, as to any Disposition by a Person, proceeds in cash as and when received by such Person, net of (a) the direct costs relating to such Disposition excluding amounts payable to such Person or any Affiliate of such Person, (b) the amount of all taxes paid or reasonably estimated to be payable by such Person in connection therewith, but including the excess, if any, of the estimated taxes payable in connection with such Disposition over the actual amount of taxes paid, immediately after the payment of such taxes, (c) amounts required to be applied to repay principal, interest and prepayment premiums and penalties on Indebtedness secured by a Lien on the asset which is the subject of such Disposition, and (d) the amount of any reasonable reserve established in accordance with GAAP (i) in respect of adjustments in the sale price of the asset which is the subject of such Disposition and (ii) against any liabilities (other than any taxes deducted pursuant to clause (b) above) associated with the assets sold or disposed of and retained by the Borrower or any of its Subsidiaries (provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Disposition Proceeds realized on the date of such reduction).

"Net Income" means, for any period, (a) for the Borrower's Subsidiaries which are non-Insurance Subsidiaries, the net income of such non-Insurance Subsidiaries from continuing operations before extraordinary items (excluding from the calculation of net income gains and losses from Dispositions of assets) for that period and (b) for purposes of Section 7.09(a), the net income of the Borrower and its Subsidiaries from continuing operations before extraordinary items (excluding from the calculation of net income (x) gains and losses from Dispositions of assets and (y) any net income attributable to any noncontrolling interest) for that period.

"Net Worth" means, at any time, the sum of all amounts (without duplication) which, in accordance with GAAP, would be included in the Borrower's total equity (excluding (x) unrealized gains or losses recorded pursuant to FAS 115 and (y) for purposes of Section 7.09(a) only, the Net Worth attributable to any noncontrolling interest) as required to be reported in the Borrower's then most recent consolidated balance sheet required to be delivered to the Administrative Agent pursuant to this Agreement.

"Newco" has the meaning specified in the introductory statements to this Agreement.

"Newco LLC" means Black Knight Financial Services I, LLC and Black Knight Financial Services II, LLC, limited liability companies organized under the laws of the State of Delaware formed by Newco.

"Non-Consenting Lender" means any Lender (i) that does not approve any consent, waiver or amendment that (A) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (B) has been approved by the Required Lenders or (ii) that prohibits an Acquisition by the Borrower or a Subsidiary by the exercise of clause (c) of the definition of "Permitted Acquisition", which Acquisition would otherwise be a Permitted Acquisition.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

“Removal Effective Date” has the meaning specified in Section 9.06(b).

“Remy” means Remy International, Inc., a Delaware corporation.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

“Required Lenders” means, at any time, Lenders having Loans (and, prior to the making of the Loans on the Funding Date, Commitments) representing more than 50% of the Aggregate Loans outstanding (and, prior to the making of the Loans on the Funding Date, the Aggregate Commitments) of all Lenders. The Loan of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Resignation Effective Date” has the meaning specified in Section 9.06(a).

“Responsible Officer” means the chief executive officer, president, executive vice presidents, chief financial officer, treasurer, controller, secretary or assistant secretary of the Borrower. Any document delivered hereunder that is signed by a Responsible Officer of the Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower.

“Restricted Payments” has the meaning specified in Section 7.06.

“Retrocession Agreement” means any agreement, contract, treaty or other arrangement whereby one or more insurers or reinsurers, as retrocessionaires, assume liabilities of reinsurers under a Reinsurance Agreement or other retrocessionaires under another Retrocession Agreement.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

“Sanctions” has the meaning specified in Section 5.23(a).

“SAP” means, as to any insurance company, the statutory accounting practices prescribed or permitted by the Department, or in the event that the Department fails to prescribe or address such practices, NAIC guidelines.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Securitization Vehicle” means one or more special purpose vehicles that are, directly or indirectly, wholly-owned Subsidiaries of the Borrower and are Persons organized for the limited purpose of entering into a Permitted Accounts Securitization and whose structure is designed to insulate such vehicle from the credit risk of the Borrower and its other Subsidiaries.

“ServiceLink Contribution” means the contribution on or about the Lion Acquisition Closing Date by the Borrower to Newco of the Equity Interests comprising the business of ServiceLink.

“ServiceLink” means ServiceLink, Inc., a Delaware corporation.

"Solvent" means, as to any Person at any time, that (a) the fair value of the property of such Person is greater than the amount of such Person's liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 548 of the Bankruptcy Code of the United States and for purposes of the New York Uniform Fraudulent Transfer Act; (b) the present fair saleable value of the property of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (c) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Specified Financial Statements" means, collectively, (a) audited consolidated balance sheets of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows, for each of the three most recently completed fiscal years ended at least 90 days before the Lion Acquisition Closing Date, including, an unqualified audit report thereon; (b) unaudited consolidated balance sheets of each of the Borrower and the Acquired Company and related consolidated statements of income or operations, shareholders' equity and cash flows for each subsequent fiscal quarter and for the elapsed interim period following the last completed fiscal year and for the comparable periods of the prior fiscal year (the "Quarterly Financial Statements") and (c) a pro forma consolidated balance sheet and related consolidated statement of income or operations of the Borrower for the last completed fiscal year and for the latest interim period covered by the Quarterly Financial Statements, in each case after giving effect to the Lion Transactions (the "Pro Forma Financial Statements"), all of which financial statements shall be prepared in accordance with generally accepted accounting principles in the United States and meet the requirements of Regulation S-X under the Securities Act of 1933 (the "Securities Act"), as amended and all other accounting rules and regulations of the SEC promulgated thereunder applicable to a registration statement under the Securities Act on Form S-3; provided that financial statements of the Acquired Company and Pro Forma Financial Statements shall only be provided to the extent required by Rule 3-05 and Article 11 of Regulation S-X.

"Specified Representations" means the representations and warranties set forth in Sections 5.01(a) (as it relates to the Borrower only) and (b)(ii) (as it relates to the Borrower only), 5.02 (other than clauses (b) and (c) thereof), 5.04, 5.15, 5.17 (solely as it relates to the Act) and 5.18 (determined on a pro forma basis after giving effect to the Lion Transactions).

~~"Sponsors" has the meaning specified in the introductory statements to this Agreement.~~

"Strategic Investment Subsidiaries" means any Person in which the Borrower or any Subsidiary (a) owns a minority Investment on the Closing Date or (b) acquires a minority Investment after the Closing Date, in each case at such time as such Person becomes a Subsidiary and, subject to Section 6.12, solely for so long as such Person continues to be a Subsidiary, including but not limited to, Remy, Fidelity Newport and Ceridian Corporation to the extent they become Subsidiaries. Notwithstanding any provision of this Agreement or any other Loan Document to the contrary, (i) the only representations and warranties made herein with respect to the Subsidiaries of the Borrower that shall apply to the Strategic Investment Subsidiaries and their respective Subsidiaries are the representations and warranties made in Section 5.05 and Section 5.14 hereof, (ii) the only covenants made herein with respect to the Subsidiaries of the Borrower in Articles VI and Articles VII hereof that shall apply to the Strategic Investment Subsidiaries and their respective Subsidiaries are the

the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" means, for any determination under this Agreement, (a) for any Person which becomes a Subsidiary pursuant to an Acquisition, (i) during the fiscal year of the Borrower during which such Acquisition is consummated, the period beginning on the first day of such fiscal year and ending on the last day of the fiscal quarter of the Borrower then last ended and (ii) at all times after the end of the fiscal year of the Borrower during which such Acquisition is consummated, the four consecutive fiscal quarters of the Borrower then last ended and (b) for the Borrower and any other Subsidiary, the four consecutive fiscal quarters of the Borrower then last ended.

"Total Capitalization" means, at any time, the sum of Net Worth and Total Debt (without giving effect to the proviso at the end of such definition).

"Total Debt" means, at any time, (a) with respect to the Borrower and its Subsidiaries (including, for the avoidance of doubt, any Strategic Investment Subsidiary and its Subsidiaries at the time of determination) the sum, without duplication, of (i) Applicable Debt at such time, (ii) non-contingent reimbursement or payment obligations in respect of the items referred to in clause (b) of the definition of "Indebtedness" contained in this Agreement at such time, and (iii) Contingent Obligations in respect of Applicable Debt of another Person at such time, minus (b) Non-Recourse Debt of the Designated Subsidiaries; provided that solely for purposes of Section 7.09(b)(x) and (to the extent the end of any fiscal quarter occurs during the term of the Bridge Loan) (y)(ii), Total Debt shall exclude the aggregate principal amount of the Bridge Loan.

"Total Debt to Total Capitalization Ratio" means, at any time, the ratio of Total Debt to Total Capitalization at such time.

"Transferred Assets" has the meaning specified in the definition of "Permitted Accounts Securitization".

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a Eurodollar Rate Loan.

"UCC" means the Uniform Commercial Code of New York.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets as of the most recent valuation date with respect to which a valuation is available at the time of determination, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"United States" and "U.S." mean the United States of America.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

(i) a Loan Notice in accordance with the requirements hereof requesting the Loans on the Funding Date; and

(ii) a closing certificate executed by a Responsible Officer of the Borrower as of or about the Funding Date, certifying as to (x) the charter, bylaws or other applicable organizational documents of the Borrower and (y) (a) the resolutions or other corporate action of the Borrower authorizing the execution and performance of, and (b) the incumbency and specimen signature of each officer of the Borrower executing this Agreement and the other Loan Documents to which the Borrower is a party, or, if reasonably acceptable to the Administrative Agent, a certification by a Responsible Officer that such documents in these clauses (x) and (y) delivered in connection with the certificate set forth in Section 4.01(a)(iii) remain in full force and effect and have not been amended, modified, revoked or rescinded since the Closing Date, as applicable;

(c) The Lion Acquisition shall have been, or shall concurrently with the Borrowing be, consummated in accordance with the terms of the Lion Acquisition Agreement, without giving effect to any alteration, amendment, change, supplement, waiver or consent thereto or thereunder that is materially adverse to the Lenders and the Arrangers, unless consented to by the Lead Arrangers~~.~~; it being understood and agreed that the consent, dated on or about the First Amendment Effective Date, in substantially the form previously submitted to the Administrative Agent, shall not be deemed to be an alteration, amendment, change, supplement, waiver or consent that is materially adverse to the Lenders or the Arrangers.

(d) The Lead Arrangers shall have received the Specified Financial Statements (it being understood and agreed that the Borrower's and the Acquired Company's public filing of any financial statements set forth in clauses (a) and (b) of the definition thereof with the SEC shall satisfy the requirements of this clause (d) with respect thereto) (it being understood and agreed that the Lead Arrangers will make available such Specified Financial Statements to the Lenders in accordance with the final paragraph of Section 6.02).

(e) (x) All fees required to be paid to the Administrative Agent, the Arrangers and the Lenders by the Borrower on or before the Lion Acquisition Closing Date in connection with the Lion Transactions shall have been paid, including to MLPFS, for the account of each Lender, (i) the Commitment Fee and (ii) a mutually agreed upfront fee equal to the number of basis points on such Lender's Commitments as was paid on the Closing Date (but, in the case of such upfront fee payable pursuant to this clause (x), multiplied by the principal amount of the Loan funded by such Lender on the Funding Date), in each case as of the Funding Date and (y) all expenses required to be paid or reimbursed to the Administrative Agent and the Arrangers shall have been paid or reimbursed to the extent, in the case of this subclause (y), invoiced at least two (2) Business Days in advance of the Lion Acquisition Closing Date.

(f) The Lead Arrangers shall have received satisfactory evidence of the consummation of the ~~Contributions~~Borrower Contribution (or, in lieu thereof, a cash contribution of at least the same amount by the Borrower) and the ServiceLink Contribution, the making of the Mirror ~~Loan~~Loans, the issuance of the Mirror ~~Note~~Notes, the distribution of the Intercompany Note, the effectiveness of the Lion Notes Guarantee and the consummation of the Refinancing.

(g) Since March 31, 2013, there shall have been no Acquired Company Material Adverse Effect.

(e) grant any security, collateral or guaranty to secure payment of such Public Debenture, unless, to the extent such grant is made by the Borrower, the Administrative Agent, for the benefit of the Banks, is granted, on a pari-passu basis, the identical security, collateral or guaranty to secure payment of the Obligations.

ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within five days after the same becomes due, any interest on any Loan, or any Commitment Fee or other fee due hereunder, or any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower or any Subsidiary fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a)(i), 6.09, 6.12 or Article VII applicable to it; or

(c) Other Defaults. The Borrower or any Subsidiary fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier of (i) the date upon which a Responsible Officer knew or reasonably should have known of such failure or (ii) the date upon which written notice thereof is given to the Borrower by the Administrative Agent or any Lender; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any Subsidiary herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) The Borrower or any Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness incurred pursuant to (x) the Public Debentures, ~~or~~ (y) the Bridge Loan, or (z) any other Indebtedness or Contingent Obligation (other than Indebtedness hereunder, Indebtedness under Swap Contracts, Indebtedness permitted under Section 7.04(m), intercompany accounts payable, and Capital Lease Liabilities or purchase money Indebtedness with respect to which a bona fide dispute exists which is being actively contested by the Borrower or the applicable Subsidiary) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than 3% of Net Worth as of the fiscal quarter immediately preceding any such failure, and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Contingent Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Indebtedness or Contingent Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer (other than any change of control offer made or required to be made in respect of the Lion Notes as a result of the Lion Acquisition or the other Lion Transactions) to repurchase,

PRESS RELEASE

Fidelity National Financial, Inc. Announces Completion of Amendments to Existing Term Loan and Revolver Credit Facilities and New Bridge Loan Commitment of up to $800 Million; Thomas H. Lee Partners Will Own 35% of Two Newly Formed FNF Limited Liability Companies that Will Own ServiceLink and LPS

Jacksonville, Fla. — (October 25, 2013) — Fidelity National Financial, Inc. (NYSE:FNF), a leading provider of title insurance, mortgage services and diversified services, today announced the completion of the amendment of its existing $800 million senior unsecured revolving credit facility ("credit facility") and the amendment of its $1.1 billion delayed-draw term loan ("term loan") and the signing of a commitment letter ("bridge commitment letter") that provides for an up to $800 million short-term loan ("bridge loan"). The amendments of the credit facility and the term loan and the bridge commitment letter are all related to FNF's previous announcement concerning the agreement ("merger agreement") to acquire Lender Processing Services, Inc. ("LPS").

In connection with the merger agreement, FNF entered into an equity commitment letter and stock purchase agreement with funds affiliated with Thomas H. Lee Partners, L.P. ("THL") pursuant to which THL agreed to purchase a minority equity interest in Black Knight Financial Services, Inc. ("BKFS"), a subsidiary of FNF which, following FNF's acquisition of LPS, would own the business of FNF's subsidiary ServiceLink, Inc. and LPS. The proceeds of THL's initial equity commitment were to be used to finance a portion of the aggregate merger consideration and related costs, fees and expenses. However, it is now contemplated that, subsequent to the consummation of the merger with LPS and the implementation of an internal reorganization whereby BKFS will be separated and operated as two separate limited liability companies which will own LPS and ServiceLink. THL will purchase a minority interest in each of the two companies for an amount equal to 35% of the issued and outstanding equity interest of each such company. To effect the change to the limited liability structure, FNF will initially acquire 100% of LPS, utilizing the bridge loan proceeds as a portion of the aggregate merger consideration. Immediately following the closing of the merger with LPS, the technology, data and analytics business from LPS will be contributed to one of the newly formed limited liability companies and ServiceLink and the transaction services business from LPS will be contributed into the other newly formed limited liability company. On October 24, 2013, LPS consented to the termination of the equity commitment letter, stock purchase agreement and the initial equity commitment.

The bridge loan will mature on the second business day following the funding thereof and will require no scheduled amortization payments. Such loans will bear interest at a rate equal to the highest of (i) the Bank of America prime rate, (ii) the federal fund effective rate from time to time plus 0.5% and (iii) the one month adjusted London interbank offered rate plus 1.0%. Otherwise, the terms of the bridge loan will be substantially the same as the terms of the term loan. The bridge loan will be used to fund a portion of the cash consideration for the acquisition of LPS and to pay certain costs, fees and expenses in connection with the acquisition.

Among other changes, the amendments to the credit facility and term loan permit FNF to incur the indebtedness in respect of the bridge loan and incorporate other technical changes to describe the structure of the LPS acquisition.

Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, U.S. Bank National Association and Wells Fargo Securities, LLC acted as joint lead arrangers and joint book managers of the credit facility and term loan.

Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC acted as joint lead arrangers of the bridge commitment letter.

About FNF

Fidelity National Financial, Inc. (NYSE:FNF), is a leading provider of title insurance, mortgage services and diversified services. FNF is the nation's largest title insurance company through its title insurance underwriters - Fidelity National Title, Chicago Title, Commonwealth Land Title and Alamo Title - that collectively issue more title insurance policies than any other title company in the United States. FNF owns a 55% stake in American Blue Ribbon Holdings, LLC, a family and casual dining restaurant owner and operator of the O'Charley's, Ninety Nine Restaurant, Max & Erma's, Village Inn, and Bakers Square concepts. FNF also owns an 87% stake in J. Alexander's, LLC, an upscale dining restaurant owner and operator of the J. Alexander's and Stoney River Legendary Steaks concepts. In addition, FNF also owns a 51% stake in Remy International, Inc., a leading designer, manufacturer, remanufacturer, marketer and distributor of aftermarket and original equipment electrical components for automobiles, light trucks, heavy-duty trucks and other vehicles. FNF also owns a minority interest in Ceridian Corporation, a leading provider of global human capital management and payment solutions. More information about FNF can be found at www.fnf.com.

Important Information Filed with the SEC

FNF has filed with the SEC a Registration Statement on Form S-4 in connection with the previously announced transaction to purchase LPS that includes a prospectus of FNF and a preliminary Proxy Statement of LPS. The Registration Statement has not yet become effective. Following the Registration Statement having been declared effective by the SEC, LPS plans to file with the SEC and mail to its stockholders a Proxy Statement/Prospectus in connection with the transaction. The Registration Statement and the Proxy Statement/Prospectus will contain important information about FNF, LPS, the transaction and related matters. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE PRELIMINARY PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED BY FNF OR LPS, INCLUDING THE DEFINITIVE PROXY STATEMENT/PROSPECTUS WHEN IT BECOMES AVAILABLE, BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION.**

Investors and security holders will be able to obtain free copies of the Registration Statement and the Proxy Statement/Prospectus and other documents filed with the SEC by FNF and LPS through the web site maintained by the SEC at www.sec.gov or by phone, email or written request by contacting the investor relations department of FNF or LPS at the following:

FNF
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Investor Relations
904-854-8100
dkmurphy@fnf.com

LPS
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Investor Relations
904-854-8640
nancy.murphy@lpsvcs.com

FNF and LPS, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies in respect of the transactions contemplated by the merger agreement. Information regarding the directors and executive officers of FNF is contained in FNF's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 12, 2013, which are filed with the SEC. Information regarding LPS's directors and executive officers is contained in LPS's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 9, 2013, which are filed with the SEC. A more complete description will be available in the Registration Statement and the Proxy Statement/Prospectus.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward Looking Statements

This press release contains forward-looking statements that involve a number of risks and uncertainties. Statements that are not historical facts, including statements regarding expectations, hopes, intentions or strategies regarding the future are forward-looking statements. Forward-looking statements are based on FNF or LPS management's beliefs, as well as assumptions made by, and information currently available to, them. Because such statements are based on expectations as to future financial and operating results and are not statements of fact, actual results may differ materially from those projected. FNF and LPS undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The risks and uncertainties which forward-looking statements are subject to include, but are not limited to: the ability to consummate the proposed transaction; the ability to obtain requisite regulatory and stockholder approval and the satisfaction of other conditions to the consummation of the proposed transaction; the ability of FNF to successfully integrate LPS's operations and employees and realize anticipated synergies and cost savings; the potential impact of the announcement or consummation of the proposed transaction on relationships, including with employees, suppliers, customers and competitors; changes in general economic, business and political conditions, including changes in the financial markets; weakness or adverse changes in the level of real estate activity, which may be caused by, among other things, high or increasing interest rates, a limited supply of mortgage funding or a weak U. S. economy; FNF's dependence on distributions from its title insurance underwriters as a main source of cash flow; significant competition that FNF and LPS face; compliance with extensive government regulation; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of FNF's and LPS' Form 10-K and other filings with the Securities
and Exchange Commission.

SOURCE: Fidelity National Financial, Inc.
CONTACT: Daniel Kennedy Murphy, Senior Vice President and Treasurer, 904-854-8120,
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Exhibit 99.2

PRESS RELEASE

Fidelity National Financial, Inc. Announces Adjustment to the Consideration Mix in the Acquisition of Lender Processing Services, Inc.; Cash Component Increased by $511 Million

Jacksonville, Fla. — (October 25, 2013) — Fidelity National Financial, Inc. (NYSE:FNF), a leading provider of title insurance, mortgage services and diversified services, today announced that it was exercising its option to further adjust the consideration mix in the previously announced merger with Lender Processing Services, Inc. (NYSE:LPS) by increasing the cash component of the total consideration by approximately $511 million and correspondingly decreasing the stock component of the total consideration by an equal amount. The total consideration will be unchanged.

Based on today's announcement, FNF will now pay approximately 82% of the total consideration for the LPS shares of common stock in cash and 18% in shares of FNF common stock, subject to adjustment as described in the definitive agreement and below.

On May 28, 2013, FNF signed a definitive agreement under which FNF will acquire all of the outstanding stock of LPS for $33.25 per common share, for a total equity value of approximately $2.9 billion. The consideration was to be paid 50% in cash and 50% in common stock of FNF.

On June 19, 2013, FNF announced an adjustment to the consideration mix by increasing the cash component of the total consideration by approximately $500 million and correspondingly decreasing the stock component of the total consideration by an equal amount. Based on that June 19, 2013 announcement, FNF was to pay approximately 67% of the total consideration for the LPS shares of common stock in cash and 33% in shares of FNF common stock, subject to adjustment as described in the definitive agreement and below.

Under the terms of the merger agreement, LPS stockholders currently have the right to receive a certain number of shares of our common stock equal to a stated exchange ratio and $22.303 in cash, without interest, for each share of LPS common stock that they own. FNF has the option, pursuant to the merger agreement, to increase the cash portion of the per share merger consideration by up to $16.625 with a corresponding decrease in the stock portion of the merger consideration by providing written notice (referred to as the "adjustment notice") to LPS on or before the date that is three trading days prior to the anticipated effective date of the proxy statement/prospectus related to the merger. In connection with the previously announced equity offering, FNF has provided such an adjustment notice to LPS to further increase the cash portion of the per share merger consideration in an amount equal to $5.799 and to correspondingly decrease the stock portion of the merger consideration. As a result, subject to the terms and conditions of the merger agreement, and assuming consummation of the previously announced equity offering and the receipt of approximately $511 million in net proceeds therefrom, including the exercise of the over-allotment option, LPS stockholders will have the right to receive a certain number of shares of our common stock equal to the exchange ratio further discussed below and $28.102 in cash, without interest, for each share of LPS common stock that they own. If the average of the volume weighted averages of the trading prices of our common stock during the ten trading day period ending on (and including) the third trading day prior to the closing of the merger (the "average FNF stock price") is greater than $26.763, then the exchange ratio will be an amount equal to the quotient of (a) (x) the product of (1) 0.65224 multiplied by (2) the average FNF stock price minus (y) $11.477 divided by (b) the average FNF stock price. If the average FNF stock price is between $24.215 and $26.763, then the exchange

ratio will be fixed at 0.20197. If the average FNF stock price is between $20.000 and $24.215, then the exchange ratio will adjust so that the value of the stock portion of the merger consideration is fixed (based on the average FNF stock price) at $4.891 per share of LPS common stock. If the average FNF stock price is less than $20.000, then the exchange ratio will be fixed at 0.24455. As a result of FNF's election to further increase the cash component of the merger consideration and correspondingly decrease the stock component of the merger consideration, the transaction no longer requires the approval of FNF stockholders.

"We believe that increasing the cash portion of the consideration provides more certainty of value to the LPS shareholders," said FNF Chairman William P. Foley, II. "It also reduces the variability of the cost of the acquisition due to potential volatility for FNF's stock price between now and closing in the fourth quarter of 2013 or January of 2014."

About FNF

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FNF
601 Riverside Avenue
Jacksonville, FL 32204
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LPS
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Attention: Investor Relations
904-854-8640
nancy.murphy@lpsvcs.com

FNF and LPS, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies in respect of the transactions contemplated by the merger agreement. Information regarding the directors and executive officers of FNF is contained in FNF's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 12, 2013, which are filed with the SEC. Information regarding LPS's directors and executive officers is contained in LPS's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 9, 2013, which are filed with the SEC. A more complete description will be available in the Registration Statement and the Proxy Statement/Prospectus.

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Forward Looking Statements

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