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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): January 6, 2006

FIDELITY NATIONAL TITLE GROUP, INC.

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

001-32630

(Commission File
Number)

16-1725106

(IRS Employer
Identification No.)

601 Riverside Avenue
Jacksonville, Florida

(Address of principal executive offices)

32204

(Zip code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 8.01 OTHER EVENTS

On January 6, 2006, Fidelity National Title Group, Inc. (the “Company” or “FNT”) announced certain changes to and the extension of its pending offers to exchange outstanding notes of its parent company, Fidelity National Financial, Inc. (“FNF”) for newly issued FNT notes. The exchange offers have been amended to change the covenants and events of default contained in the indenture under which the new FNT notes will be issued (the “FNT Indenture”) to more closely conform to those originally applicable to the FNF notes. The offers have also been amended to eliminate a waiver of past defaults that had been requested, although the Company was not aware that any such defaults actually existed. Finally, the offers were amended to waive the condition that FNT receive sufficient valid consents to effect the amendments to the indenture governing the FNF notes (the “FNF Indenture”) described in the prospectus for the exchange offers. The Company has filed an amended Prospectus and Consent Solicitation Statement (the “Amended Prospectus”) describing the changes to the exchange offers with the Securities and Exchange Commission.

The changes to the FNT Indenture will be effected through a supplement indenture (the “FNT Supplemental Indenture”), which will be executed prior to the FNT notes being issued in the exchange offers. The form of the FNT Supplemental Indenture is attached as an exhibit hereto.

To reflect the elimination of the waiver of past defaults, the attached form of FNF Supplemental Indenture has been changed from the form of FNF Supplemental Indenture previously filed as exhibit 4.4 to the Registration Statement on Form S-4 for the exchange offers and now replaces that form in its entirety. The attached form of FNF Supplemental Indenture will be executed to effect the amendments to the FNF Indenture described in the Amended Prospectus under the caption “The Proposed Amendments.”

The forms of FNT notes being issued in the exchange offers that were filed as exhibits 4.6 and 4.7 to the Registration Statement have also been amended to reflect the changes to the events of default provision in the FNT Indenture that will be effected through the FNT Supplemental Indenture. The updated forms of FNT notes are filed as exhibits hereto.

Along with the Amended Prospectus, the Company is providing holders of FNF notes an updated Letter of Transmittal and Consent that can be used to tender their FNF notes in the exchange offers. The new Letter of Transmittal and Consent is filed herewith. As described in the Amended Prospectus, the Company will deem all notes validly tendered using the prior form of the Letter of Transmittal and Consent to have been validly tendered using the form attached hereto and delivered with the Amended Prospectus. Further, the Company will deem any agreement to be bound by the terms of the Letter of Transmittal and Consent that is or has been received by agent’s message to be an agreement to be bound by the form attached hereto and delivered with the Amended Prospectus.

Updated Letters to Beneficial Owners and Letters to Depository Trust Company Participants are also filed herewith. These letters have been amended to reflect the extension of the exchange offers and the amendments described in the Amended Prospectus.

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ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of FNT Supplemental Indenture
4.2	Form of FNF Supplemental Indenture
4.3	Form of 7.30% FNT Note due August 15, 2011
4.4	Form of 5.25% FNT Note due March 15, 2013
99.1	Letter of Letter of Transmittal and Consent
99.2	Letter to Depository Trust Company Participants
99.3	Letter to Beneficial Owners

SIGNATURES

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

FIDELITY NATIONAL TITLE GROUP, INC.

By: /s/ Anthony J. Park

Anthony J. Park
Chief Financial Officer

Dated: January 9, 2006

Form of First Supplemental Indenture

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

FIDELITY NATIONAL TITLE GROUP, INC.

By: _____
Name:
Title:

Attest:

Name:
Title:

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

By: _____
Name:
Title:

Form of First Supplemental Indenture

FIRST SUPPLEMENTAL INDENTURE (the "Supplemental Indenture"), dated as of January , 2006, between Fidelity National Financial, Inc., a Delaware corporation (the "Company") and The Bank of New York, a New York banking corporation (the "Trustee").

WHEREAS, pursuant to the Indenture dated as of August 20, 2001, between the Company and the Trustee (the "Base Indenture"), as amended by the certificates of Executive Vice President and Chief Financial Officer and Vice President and Assistant Corporate Secretary dated as of August 20, 2001 and March 11, 2003 (the "Officers' Certificates"); the Base Indenture as amended by the relevant Officers' Certificate in respect of each series of Securities (as defined below), the "Original Indenture"; and the Original Indenture as amended hereby, the "Indenture," the Company issued its 7.30% Notes due August 15, 2011 in the aggregate principal amount of \$250,000,000 (CUSIP No. 316326AC1) and its 5.25% Notes due March 15, 2013 in the aggregate principal amount of \$250,000,000 (CUSIP No. 316326AD9) (the "Securities");

WHEREAS, the Company is party to a Separation Agreement with Fidelity National Title Group, Inc. ("FNT") whereby FNT agreed to conduct exchange offers in which FNT would offer to exchange newly-issued notes of FNT for the Securities;

WHEREAS, in connection with such exchange offers and in accordance with Section 8.2 of the Original Indenture, the Company seeks to obtain the consent of the holders of a majority of the aggregate principal amount of each series of the outstanding Securities to amend the Original Indenture, and this Supplemental Indenture shall not become effective unless and until the conditions of Section 6 hereof are satisfied;

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

Section 1. (a)(i) The definition of "Bankruptcy Law" set forth in Section 1.1 of the Original Indenture is hereby deleted in its entirety.

(ii) The definition of "Consolidated Net Tangible Assets" set forth in Section 1.1 of the Original Indenture is hereby deleted in its entirety.

(iii) The definition of "Excluded Debt" set forth in Section 1.1 of the Original Indenture is hereby deleted in its entirety.

(iv) The definition of "Restricted Subsidiary" set forth in Section 1.1 of the Original Indenture is hereby deleted in its entirety.

(v) The definition of "Secured Debt" set forth in Section 1.1 of the Original Indenture is hereby deleted in its entirety.

(b) Section 5.1 of the Original Indenture is hereby amended by replacing the entirety of the text of each of clauses (4), (5), (6) and (7) thereof with the words “Intentionally omitted.”

(c) Article 7 of the Original Indenture is hereby amended by replacing the entirety of the text thereof, including the entirety of the text of each of Sections 7.1 and 7.2 thereof, with the words: “Intentionally omitted.”

(d) Section 9.4 of the Original Indenture is hereby amended by replacing the entirety of the text thereof with the words: “Intentionally omitted.”

(e) Section 9.5 of the Original Indenture is hereby amended by replacing the entirety of the text thereof with the words: “Intentionally omitted.”

(f) Section 9.8 of the Original Indenture is hereby amended by replacing the entirety of the text thereof with the words: “Intentionally omitted.”

(g) Section 9.9 of the Original Indenture is hereby amended by replacing the entirety of the text thereof with the words: “Intentionally omitted.”

(h) Section 9.10 of the Original Indenture is hereby amended by replacing the entirety of the text thereof with the words: “Intentionally omitted.”

Section 2. For the avoidance of doubt, the rights of the holders of each series of Securities are modified by this Supplemental Indenture, the provisions of which shall be controlling in the event of any conflict between such provisions and any provisions set forth in the Securities of any series. Without limiting the foregoing, notwithstanding anything to the contrary set forth in Section 9 of the Securities of either series, the only Events of Default with respect to such Securities are those set forth in Sections 5.1(1), (2) and (3) of the Indenture.

Section 3. The Indenture, supplemented as hereinabove set forth, is in all respects ratified and confirmed, and the terms and conditions thereof, supplemented as hereinabove set forth, shall be and remain in full force and effect.

Section 4. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Company, and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 5. This Supplemental Indenture shall become effective with respect to each series of the Securities upon, and simultaneously with, the consummation of the exchange offer in connection with that series (which shall occur upon the execution, authentication and delivery of newly issued notes of FNT in exchange for Securities of that series), and is subject to the condition that the Company has received consents sufficient to amend the Original Indenture pursuant to the terms of Section 8.2 thereof in connection with such exchange offer and that such consents have not been revoked before the expiration of such exchange offer.

Section 6. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 7. This Supplemental Indenture may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Original Indenture.

[Remainder of page intentionally left blank]

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

FIDELITY NATIONAL FINANCIAL, INC.

By: _____
Name:
Title:

Attest:

Name:
Title:

THE BANK OF NEW YORK

By: _____
Name:
Title:

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 1

CUSIP No.: 31620RAA3

FORM OF 7.30% NOTE DUE AUGUST 15, 2011

FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation, promises to pay to CEDE & CO., or registered assigns, the principal sum of Two Hundred and Fifty Million Dollars (\$250,000,000) on August 15, 2011.

Interest Payment Dates: February 15 and August 15

Regular Record Dates: February 1 and August 1

Authenticated: January , 2006

Dated: January , 2006

FIDELITY NATIONAL TITLE GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:



Certificate of Authentication

The Bank of New York Trust Company, N.A., as Trustee, certifies that this is one of the Securities described in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

FIDELITY NATIONAL TITLE GROUP, INC.

7.30% NOTE DUE AUGUST 15, 2011

1. INTEREST. Fidelity National Title Group, Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Security at the rate of 7.30% per annum. The Company shall pay interest semiannually on February 15 and August 15 of each year (each an "Interest Payment Date"), commencing February 15, 2006, until the principal is paid or made available for payment. Interest on this Security will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the later of August 15, 2005 and the last date for which interest was paid on the 7.30% Fidelity National Financial, Inc. note due August 15, 2011 (CUSIP No. 316326AC1), for which this Security was exchanged. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. METHOD OF PAYMENT. The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed by the Company to Holders of record on such special record date as may be fixed by the Company) to the persons who are registered Holders at the close of business on the February 1 or August 1 immediately preceding any Interest Payment Date, except that interest payable on August 15, 2011 shall be payable to the persons to whom principal is payable on such date. A holder must surrender this Security to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Trust Company, N.A. (the "Trustee") shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. INDENTURE. The Company issued this Security under an Indenture dated as of December 8, 2005 between the Company and the Trustee, as amended by a First Supplemental Indenture dated as of January 6, 2006 (as so amended and as it may be further amended, the "Indenture"). The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date of the Indenture. This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement thereof. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: Fidelity National Title Group, Inc., 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. The registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. This Security is redeemable at the option of the Company, at any time in whole or from time to time in part, at a price (the "Redemption Price") equal to the greater of (i) 100% of the principal amount of this Security to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the principal amount of this Security to be redeemed, exclusive of interest accrued to the date of redemption (the "Redemption Date"), discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 30 basis points, plus accrued and unpaid interest thereon to the Redemption Date. The principal amount of this Security called for redemption shall become due on the Redemption Date.

For purposes of determining the Redemption Price, the following definitions are applicable:

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of this Security that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

"Comparable Treasury Price" means, with respect to any Redemption Date:

the average of the bid and the asked prices for the Comparable Treasury Issue, expressed as a percentage of its principal amount, at 4:00 p.m. on the third business day preceding that Redemption Date, as set forth on "Telerate Page 500," or such other page as may replace Telerate Page 500; or

if Telerate Page 500, or any successor page, is not displayed or does not contain bid and/or asked prices for the Comparable Treasury Issue at that time, the average of the Reference Treasury Dealer Quotations obtained by the Trustee for that Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee is unable to obtain at least four such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained by the Trustee.

"Independent Investment Banker" means Lehman Brothers Inc. and any successors or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Reference Treasury Dealer" means Lehman Brothers Inc. and any successors and four other primary United States government securities dealers in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); provided that, if any of the foregoing ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer therefor.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, an average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue for this Security, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by the Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding the Redemption Date.

“Treasury Yield” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity, computed as of the third business day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the applicable Comparable Treasury Price for the Redemption Date.

7. UNCLAIMED MONEY. If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request. After that, Holders entitled to the money must look to the Company for payment unless an abandoned property law designates another person.

8. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of at least a majority in aggregate principal amount of the Holders affected by the amendment. Without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure any ambiguity, defect or inconsistency, to create another series of Securities and establish its terms or to make any other change, provided such action does not adversely affect the rights of any Holder.

9. DEFAULTS AND REMEDIES. This Security has the Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5) and (6) of the Indenture.

If an Event of Default with respect to this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued interest, if any, on the aggregate principal amount of this Security to be due and payable, and upon any such declaration such principal and interest, if any, shall be immediately due and payable.

At any time after such a declaration of acceleration with respect to this Security has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, the Holders of a majority in aggregate principal amount of this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided in the Indenture.

The Holders of a majority in aggregate principal amount of this Security by written notice to the Trustee may waive any past Default or Event of Default with respect to this Security and its consequences except (a) a Default or Event of Default in the payment of the principal of, or premium, if any, or interest on, this Security or (b) in respect of a covenant or

provision hereof which pursuant to the Indenture cannot be amended or modified without the consent of each Holder of this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

10. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the existing Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

11. SUCCESSOR CORPORATION. When a successor corporation assumes all the obligations of its predecessor under this Security and the Indenture under Article 7 of the Indenture, the predecessor corporation shall be released from those obligations.

12. TRUSTEE DEALINGS WITH COMPANY. The Bank of New York Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not Trustee.

13. NO RECOURSE AGAINST OTHERS. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under this Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting this Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Security.

14. DISCHARGE OF INDENTURE. The Indenture contains certain provisions pertaining to defeasance, which provisions shall for all purposes have the same effect as if set forth herein.

15. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

16. GOVERNING LAW. This Security shall be governed by and construed in accordance with the internal laws of the State of New York.

17. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (=tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you the Holder want to assign this Security, fill in the form below: I or we assign and transfer this Security to

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint, _____

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your signature:

(Sign exactly as your name appears
on the other side of this Security)

Signature

Guarantee: _____

THIS SECURITY IS IN GLOBAL FORM WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A DEPOSITORY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 1

CUSIP No.: 31620RAB1

FORM OF 5.25% NOTE DUE MARCH 15, 2013

FIDELITY NATIONAL TITLE GROUP, INC., a Delaware corporation, promises to pay to CEDE & CO., or registered assigns, the principal sum of Two Hundred and Fifty Million Dollars (\$250,000,000) on March 15, 2013.

Interest Payment Dates: March 15 and September 15

Regular Record Dates: March 1 and September 1

Authenticated: January , 2006

Dated: January , 2006

FIDELITY NATIONAL TITLE GROUP, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Certificate of Authentication

The Bank of New York Trust Company, N.A., as Trustee, certifies that this is one of the Securities described in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

FIDELITY NATIONAL TITLE GROUP, INC.

5.25% NOTE DUE MARCH 15, 2013

1. INTEREST. Fidelity National Title Group, Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Security at the rate of 5.25% per annum. The Company shall pay interest semiannually on March 15 and September 15 of each year (each an "Interest Payment Date"), commencing March 15, 2006, until the principal is paid or made available for payment. Interest on this Security will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the later of September 15, 2005 and the last date for which interest was paid on the 5.25% Fidelity National Financial, Inc. note due March 15, 2013 (CUSIP No. 316326AD9), for which this Security was exchanged. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. METHOD OF PAYMENT. The Company shall pay interest on this Security (except defaulted interest, if any, which shall be paid on such special payment date as may be fixed by the Company to Holders of record on such special record date as may be fixed by the Company) to the persons who are registered Holders at the close of business on the March 1 or September 1 immediately preceding any Interest Payment Date, except that interest payable on March 15, 2013 shall be payable to the persons to whom principal is payable on such date. A holder must surrender this Security to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York Trust Company, N.A. (the "Trustee") shall act as Paying Agent and Registrar. The Company may change or appoint any Paying Agent, Registrar or co-Registrar without notice. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or co-Registrar.

4. INDENTURE. The Company issued this Security under an Indenture dated as of December 8, 2005 between the Company and the Trustee, as amended by a First Supplemental Indenture dated as of January 6, 2006 (as so amended and as it may be further amended, the "Indenture"). The terms of this Security include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date of the Indenture. This Security is subject to all such terms, and Holders are referred to the Indenture and the TIA for a statement thereof. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: Fidelity National Title Group, Inc., 601 Riverside Avenue, Jacksonville, Florida 32204, Attention: Corporate Secretary.

5. PERSONS DEEMED OWNERS. The registered Holder or Holders of this Security shall be treated as owners of it for all purposes.

6. OPTIONAL REDEMPTION. This Security is redeemable at the option of the Company, at any time in whole or from time to time in part, at a price (the "Redemption Price")

equal to the greater of (i) 100% of the principal amount of this Security to be redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the principal amount of this Security to be redeemed, exclusive of interest accrued to the date of redemption (the "Redemption Date"), discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield plus 30 basis points, plus accrued and unpaid interest thereon to the Redemption Date. The principal amount of this Security called for redemption shall become due on the Redemption Date.

For purposes of determining the Redemption Price, the following definitions are applicable:

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of this Security that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of this Security.

"Comparable Treasury Price" means, with respect to any Redemption Date:

the average of the bid and the asked prices for the Comparable Treasury Issue, expressed as a percentage of its principal amount, at 4:00 p.m. on the third business day preceding that Redemption Date, as set forth on "Telerate Page 500," or such other page as may replace Telerate Page 500; or

if Telerate Page 500, or any successor page, is not displayed or does not contain bid and/or asked prices for the Comparable Treasury Issue at that time, the average of the Reference Treasury Dealer Quotations obtained by the Trustee for that Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee is unable to obtain at least four such Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations obtained by the Trustee.

"Independent Investment Banker" means Lehman Brothers Inc. and any successors or, if it is unwilling or unable to select the applicable Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Trustee and reasonably acceptable to the Company.

"Reference Treasury Dealer" means Lehman Brothers Inc. and any successors and four other primary United States government securities dealers in New York City selected by the Independent Investment Banker (each, a "Primary Treasury Dealer"); provided that, if any of the foregoing ceases to be a Primary Treasury Dealer, the Company shall substitute another Primary Treasury Dealer therefor.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, an average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue for this Security, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by the

Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding the Redemption Date.

“Treasury Yield” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity, computed as of the third business day immediately preceding the Redemption Date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue, expressed as a percentage of its principal amount, equal to the applicable Comparable Treasury Price for the Redemption Date.

7. UNCLAIMED MONEY. If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request. After that, Holders entitled to the money must look to the Company for payment unless an abandoned property law designates another person.

8. AMENDMENT, SUPPLEMENT. Subject to certain exceptions, the Indenture or this Security may be amended or supplemented with the consent of at least a majority in aggregate principal amount of the Holders affected by the amendment. Without the consent of any Holder, the Company and the Trustee may amend or supplement the Indenture or this Security to, among other things, cure any ambiguity, defect or inconsistency, to create another series of Securities and establish its terms or to make any other change, provided such action does not adversely affect the rights of any Holder.

9. DEFAULTS AND REMEDIES. This Security has the Events of Default set forth in Sections 5.1(1), (2), (3), (4), (5) and (6) of the Indenture.

If an Event of Default with respect to this Security occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of this Security, by written notice to the Company (and, if given by the Holders, to the Trustee), may declare the principal of and accrued interest, if any, on the aggregate principal amount of this Security to be due and payable, and upon any such declaration such principal and interest, if any, shall be immediately due and payable.

At any time after such a declaration of acceleration with respect to this Security has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in the Indenture, the Holders of a majority in aggregate principal amount of this Security, by written notice to the Trustee, may rescind and annul such declaration and its consequences as provided in the Indenture.

The Holders of a majority in aggregate principal amount of this Security by written notice to the Trustee may waive any past Default or Event of Default with respect to this Security and its consequences except (a) a Default or Event of Default in the payment of the principal of, or premium, if any, or interest on, this Security or (b) in respect of a covenant or provision hereof which pursuant to the Indenture cannot be amended or modified without the consent of each Holder of this Security. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured.

10. AMOUNT UNLIMITED. The aggregate principal amount of Securities which may be authenticated and delivered under the Indenture is unlimited. The Securities may be issued from time to time in one or more series. The Company may from time to time, without the consent of the existing Holders of this Security, issue additional Securities of the series of which this Security is a part on substantially the same terms and conditions as those of this Security.

11. SUCCESSOR CORPORATION. When a successor corporation assumes all the obligations of its predecessor under this Security and the Indenture under Article 7 of the Indenture, the predecessor corporation shall be released from those obligations.

12. TRUSTEE DEALINGS WITH COMPANY. The Bank of New York Trust Company, N.A., as Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not Trustee.

13. NO RECOURSE AGAINST OTHERS. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under this Security or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting this Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Security.

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15. AUTHENTICATION. This Security shall not be valid until the Trustee signs the certificate of authentication on the other side of this Security.

16. GOVERNING LAW. This Security shall be governed by and construed in accordance with the internal laws of the State of New York.

17. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (=tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

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ASSIGNMENT FORM

If you the Holder want to assign this Security, fill in the form below: I or we assign and transfer this Security to

(Insert assignee's social security or tax ID number)

(Print or type assignee's name, address, and zip code)

and irrevocably appoint, _____

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your signature:

(Sign exactly as your name appears
on the other side of this Security)

Signature

Guarantee: _____

Fidelity National Title Group, Inc.
LETTER OF TRANSMITTAL AND CONSENT

Amended Offer to Exchange
Any and All of the Outstanding

7.30% Fidelity National Financial notes due 2011
(CUSIP 316326AC1)

5.25% Fidelity National Financial notes due 2013
(CUSIP 316326AD9)

for

for

7.30% Fidelity National Title Group notes due 2011

5.25% Fidelity National Title Group notes due 2013

and Solicitation of Consents for Amendment of the Related Indenture

AS AMENDED, THE EXCHANGE OFFERS WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, ON JANUARY 13, 2006 (REFERRED TO AS THE "INITIAL EXPIRATION TIME"), UNLESS EXTENDED OR EARLIER TERMINATED. FIDELITY NATIONAL TITLE GROUP, INC. MAY EXTEND THE EXPIRATION FOR EITHER SERIES OF NOTES WITHOUT EXTENDING ANY SUCH TIME FOR THE OTHER SERIES OF NOTES. NOTES TENDERED IN THE EXCHANGE OFFERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE INITIAL EXPIRATION TIME, BUT NOT THEREAFTER.

Deliver to the Exchange Agent:

D. F. King & Co., Inc.

48 Wall Street, 22nd Floor

New York, New York 10005

Attention: Gina Ruotolo

By Facsimile Transmission (Eligible Institutions Only): (212) 809-8839

Confirm Facsimile by Telephone: (212) 493-6958

DELIVERY OF THIS LETTER OF TRANSMITTAL AND CONSENT ("LETTER OF TRANSMITTAL") TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

Questions regarding the exchange offers and consent solicitations or the completion of this Letter of Transmittal should be directed to D. F. King & Co., Inc., the Information Agent, at the following telephone number: banks and brokers, (212) 269-5550 (collect); and all others call toll free, (800) 848-2998.

Fidelity National Title Group, Inc. ("FNT") is offering to exchange, upon the terms and subject to the conditions set forth in the Prospectus and Consent Solicitation Statement dated January 9, 2006 (the "Prospectus") and this Letter of Transmittal:

- any and all of the outstanding 7.30% Fidelity National Financial, Inc. ("FNF") notes due 2011 (the "FNF 7.30% Notes") for its newly issued 7.30% notes due 2011 (the "FNT 7.30% Notes"); and
- any and all of the outstanding 5.25% FNF notes due 2013 (the "FNF 5.25% Notes") for its newly issued 5.25% notes due 2013 (the "FNT 5.25% Notes").

The FNF 7.30% Notes and the FNF 5.25% Notes are collectively referred to as the “FNF Notes.” The FNT 7.30% Notes and the FNT 5.25% Notes are collectively referred to as the “FNT Notes.” The exchange offers with respect to the above series of FNF Notes are collectively referred to as the “Exchange Offers.”

This Letter of Transmittal is to be used to accept one or more of the Exchange Offers if the applicable FNF Notes are to be tendered by effecting a book-entry transfer into the account maintained by the Exchange Agent at The Depository Trust Company (“DTC”) pursuant to the procedures set forth in the Prospectus in the section entitled, “The Exchange Offers — Procedures for Tendering FNF Notes and Delivering Consents.” Tenders by book-entry transfer may also be made by delivering an Agent’s Message (as defined below) pursuant to DTC’s Automated Tender Offer Program (“ATOP”) in lieu of this Letter of Transmittal. Unless you intend to tender FNF Notes through ATOP you should complete, execute and deliver this Letter of Transmittal to indicate the action you desire to take with respect to the Exchange Offers.

By causing FNF notes to be credited to the Exchange Agent’s account at DTC in accordance with DTC’s procedures for transfer, including the transmission by DTC of an agent’s message to the Exchange Agent, the holder will be deemed to confirm, on behalf of itself and the beneficial owners of such notes, all provisions of this Letter of Transmittal applicable to it and such beneficial owners as fully as if it had completed the information required herein and executed and delivered this Letter of Transmittal to the Exchange Agent. As used herein, the term “Agent’s Message” means a message, electronically transmitted by DTC to and received by the Exchange Agent, and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgement from a holder of notes stating that such holder has received and agrees to be bound by, and makes each of the representations and warranties contained in, this Letter of Transmittal and, further, that such holder agrees that FNT may enforce this Letter of Transmittal against such holder.

Holders tendering FNF Notes pursuant to the Exchange Offers will thereby consent to certain proposed amendments to the indenture under which FNF issued such FNF Notes and modifications of rights of holders, as described in the Prospectus in the section entitled “The Proposed Amendments.” The completion, execution and delivery of this Letter of Transmittal (or the delivery by DTC of an Agent’s Message in lieu thereof) constitutes the delivery of a consent with respect to the FNF Notes tendered.

Subject to the terms and conditions of the Exchange Offers and consent solicitations and applicable law, FNT will deposit with the Exchange Agent the FNT Notes of the applicable series (in book-entry form).

The Exchange Agent will act as agent for the tendering holders for the purpose of receiving the new FNT Notes from FNT and then delivering new FNT Notes (in book-entry form) to or at the direction of those holders. The Exchange Agent will make this delivery on the same day FNT deposits the new FNT Notes, or as soon thereafter practicable.

Tender of FNF Notes

To effect a valid tender of FNF Notes through the completion, execution and delivery of this Letter of Transmittal, the undersigned must complete the table entitled “Description of FNF Notes Tendered and in Request of which a Consent is Given” below and sign this Letter of Transmittal where indicated.

The FNT Notes will be delivered only in book-entry form through DTC and only to the DTC account of the undersigned or the undersigned’s custodian as specified in the table below. Failure to provide the information necessary to effect delivery of new FNT Notes will render a tender defective and FNT will have the right, which it may waive, to reject such tender.

**DESCRIPTION OF FNF NOTES TENDERED AND
IN RESPECT OF WHICH CONSENT IS GIVEN**

Name of DTC Participant's Account Number in which FNF Notes are Held	Title of Series	FNF Note(s) Aggregate Principal Amount Represented by FNF Notes	Principal Amount Tendered*
	Total Notes		

* The principal amount of each series of the FNF Notes tendered hereby must be in a denomination of \$1,000 or any integral multiple thereof. See instruction 3.

SIGNATURES MUST BE PROVIDED.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY, WHICH INSTRUCTIONS FORM A PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFERS.

Ladies and Gentlemen:

The undersigned hereby (a) tenders to Fidelity National Title Group, Inc., upon the terms and subject to the conditions set forth in the Prospectus and in this Letter of Transmittal (collectively, the “Terms and Conditions”), receipt of which is hereby acknowledged, the principal amount or amounts of each series of FNF Notes indicated in the table above entitled “Description of FNF Notes Tendered and in Respect of Which Consent is Given” (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the series of FNF Notes indicated in such table) and (b) consents, with respect to such principal amount or amounts of each such series of FNF Notes, to the proposed amendments to the indenture under which such FNF Notes were issued and related modifications to rights of holders of FNF Notes and to the execution of a supplemental indenture (the “Supplemental Indenture”) effecting the foregoing, all as described in the Prospectus under the caption “The Proposed Amendments.”

The undersigned understands that the tender and consent made hereby will remain in full force and effect unless and until such tender and consent are revoked in accordance with the procedures set forth in the Prospectus. The undersigned understands that after the initial expiration time, the consent may not be revoked.

The undersigned understands that the undersigned will be deemed to have tendered a beneficial interest in the FNF notes represented by one or more fully registered global notes, which have been deposited with, or on behalf of, DTC and registered in the name of its nominee.

If the undersigned is not the registered holder of the FNF Notes indicated in the table above entitled “Description of FNF Notes Tendered and in Respect of Which Consent is Given” or such holder’s legal representative or attorney-in-fact (or, in the case of FNF Notes held through DTC, the DTC participant for whose account such FNF Notes are held), then the undersigned has obtained a properly completed irrevocable proxy that authorizes the undersigned (or the undersigned’s legal representative or attorney-in-fact) to deliver a consent in respect of such FNF Notes on behalf of the holder thereof, and such proxy is being delivered with this Letter of Transmittal.

The undersigned understands that FNT’s obligation to complete each Exchange Offer is subject to certain conditions, which are described in the Prospectus under the caption “The Exchange Offers — Conditions to the Exchange Offers and Consent Solicitations,” and that FNT is free to waive any condition with respect to either or both of the Exchange Offers.

The undersigned understands that, upon the Terms and Conditions, FNF Notes of any series properly tendered and accepted and not withdrawn will be exchanged for FNT Notes of the corresponding series. The undersigned understands that, under certain circumstances, FNT may not be required to accept any of the FNF Notes tendered (including any such FNF Notes tendered after the expiration date). If any FNF Notes are not accepted for exchange for any reason or if FNF Notes are withdrawn, such unexchanged or withdrawn FNF Notes will be returned without expense to the undersigned’s account at DTC or such other account as designated herein pursuant to the book-entry transfer procedures described in the Prospectus as promptly as practicable after the expiration or termination of the applicable Exchange Offer.

Subject to, and effective upon, acceptance for exchange of, and payment for, the principal amount of each series of FNF Notes tendered hereby upon the Terms and Conditions, the undersigned hereby sells, assigns and transfers to or upon the order of FNT, all right, title and interest in and to such FNF Notes.

The undersigned understands that tenders of FNF Notes pursuant to any of the procedures described in the Prospectus and in the instructions in this Letter of Transmittal, if and when accepted by FNT, will constitute a binding agreement between the undersigned and FNT upon the Terms and Conditions.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned with respect to the FNF Notes tendered hereby (with full knowledge that the Exchange Agent also acts as the agent of FNT) with full powers of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to

- (1) transfer ownership of such FNF Notes on the account books maintained by DTC together with all accompanying evidences of transfer and authenticity to or upon the order of FNT,
- (2) present such FNF Notes for transfer of ownership on the books of FNF,
- (3) deliver to FNT, FNF and the trustee under the FNF indenture this Letter of Transmittal as evidence of the undersigned's consent to the proposed amendments, and
- (4) receive all benefits and otherwise exercise all rights of beneficial ownership of such FNF Notes,

all in accordance with the terms of the Exchange Offers, as described in the Prospectus.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

The undersigned hereby represents and warrants that:

- (1) The undersigned (i) has full power and authority to tender the FNF Notes tendered hereby and to sell, assign and transfer all right, title and interest in and to such FNF Notes and (ii) either has full power and authority to consent to the proposed amendments to the indenture relating to such FNF Notes or is delivering a duly executed consent (which is included in this Letter of Transmittal) from a person or entity having such power and authority,
- (2) The FNF Notes being tendered hereby were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and upon acceptance of such FNF Notes by FNT, FNT will acquire good, indefeasible and unencumbered title to such FNF Notes, free and clear of all liens, charges, claims, encumbrance, interests and restrictions of any kind, when the same are accepted by FNT, and
- (3) The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or FNT to be necessary or desirable to complete the sale, assignment and transfer of the FNF Notes tendered hereby, to perfect the undersigned's consent to the proposed amendments or to complete the execution of any Supplemental Indenture.

The undersigned understands that tenders of FNF Notes may be withdrawn at any time prior to the initial expiration time. A valid withdrawal of tendered FNF Notes prior to the initial expiration time will constitute the concurrent valid revocation of such holder's related consent. For a holder to revoke a consent a holder must withdraw the related tendered FNF Notes prior to the initial expiration time. A tender of FNF Notes may not be withdrawn at any time after the initial expiration time, even if the Exchange Offer is otherwise extended. A notice of withdrawal will be effective only if delivered to the Exchange Agent in accordance with the specific procedures set forth in the Prospectus.

If either of the Exchange Offers is amended in a manner determined by FNT to constitute a material change, FNT will promptly disclose such amendment to the holders of the applicable series of FNF Notes, and FNT will extend such Exchange Offer to a date five to ten business days after disclosing the amendment, depending on the significance of the amendment and the manner of disclosure to the holders if such Exchange Offer would otherwise have expired during such five to ten business day period.

Unless otherwise indicated under “Special Issuance Instructions,” please credit any FNF Notes in the principal amount not accepted for exchange to the DTC account specified in the table entitled “Description of FNF Notes Tendered and in Respect of Which Consent is Given.”

The undersigned recognizes that FNT has no obligations under the “Special Issuance Instructions” provision of this Letter of Transmittal to effect the transfer of any FNF Notes from the holder(s) thereof if FNT does not accept for exchange any of the principal amount of the FNF Notes tendered pursuant to this Letter of Transmittal.

SPECIAL ISSUANCE INSTRUCTIONS

(See Instructions 2 and 5)

To be completed ONLY if any FNF Notes in the principal amount not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Please issue FNF Notes not accepted for exchange to:

Name of DTC Participant:

DTC Participant Account Number:

Contact at DTC Participant:

SIGN HERE

(TO BE COMPLETED BY ALL TENDERING HOLDERS OF FNF NOTES)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders, and consents to the proposed amendments to the applicable indenture and related modifications of rights of holders (and to the execution of a Supplemental Indenture effecting the foregoing) with respect to, the principal amount of each series of FNF Notes listed in the table above entitled "Description of FNF Notes Tendered and in Respect of Which Consent is Given."

_____ Signature of Registered Holder(s) or Authorized Signatory (See guarantee requirement below.)	_____ Date
_____ Signature of Registered Holder(s) or Authorized Signatory (See guarantee requirement below.)	_____ Date
_____ Signature of Registered Holder(s) or Authorized Signatory (See guarantee requirement below.)	_____ Date

Area Code and Telephone Number:

If a holder of any FNF Notes is tendering any FNF Notes, this Letter of Transmittal must be signed by the Registered Holders exactly as the name appears on a securities position listing of DTC or by any persons authorized to become the Registered Holders by endorsements and documents transmitted herewith. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please so indicate at the line entitled "Capacity (full title) and submit evidence satisfactory to the Exchange Agent and FNT of such person's authority to so act. See Instruction 4.

Name(s):

(Please Type or Print)

Capacity (full title):

Address:

(Including Zip Code)

**MEDALLION SIGNATURE GUARANTEE
(If required — See Instruction 4.)**

Signature(s) Guaranteed by an Eligible Institution:

(Authorized Signature)

(Title)

(Name of Firm)

(Title)

(Address)

Dated _____, 200__

**INSTRUCTIONS FORMING PART OF THE TERMS AND
CONDITIONS OF THE EXCHANGE OFFERS**

1. Delivery of Letter of Transmittal. This Letter of Transmittal is to be completed by tendering holders of FNF Notes if tender of such FNF Notes is to be made by book-entry transfer to the Exchange Agent's account at DTC and instructions are not being transmitted through ATOP. Holders who tender their FNF Notes through DTC's ATOP procedures shall be bound by, but need not complete, this Letter of Transmittal; thus, a Letter of Transmittal need not accompany tenders effected through ATOP.

A confirmation of a book-entry transfer into the Exchange Agent's account at DTC of all FNF Notes delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) or properly transmitted agent's message, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the expiration date of the applicable Exchange Offers.

Any financial institution that is a participant in DTC may electronically transmit its acceptance of the Exchange Offer by causing DTC to transfer FNF Notes to the Exchange Agent in accordance with DTC's ATOP procedures for such transfer on or prior to the Expiration Date. The Exchange Agent will make available its general participant account at DTC for the FNF Notes for purposes of the Exchange Offers.

Delivery of a Letter of Transmittal to DTC will not constitute valid delivery to the Exchange Agent. No Letter of Transmittal should be sent to FNT, FNF, DTC or the Dealer Manager.

The method of delivery of this Letter of Transmittal and all other required documents, including delivery through DTC and any acceptance or agent's message delivered through ATOP, is at the option and risk of the tendering holder. If delivery is by mail, registered mail with return receipt requested and properly insured is recommended. Instead of delivery by mail, it is recommended that the holder use an overnight or hand-delivery service. In all cases, sufficient time should be allowed to ensure timely delivery.

Neither FNT nor the Exchange Agent is under any obligation to notify any tendering holder of FNF Notes of FNT's acceptance of tendered FNF Notes prior to the expiration of the Exchange Offers.

2. Delivery of the FNT Notes. FNT Notes will be delivered only in book-entry form through DTC and only to the DTC account of the tendering holder or the tendering holder's custodian. Accordingly, the appropriate DTC participant name and number (along with any other required account information) needed to permit such delivery must be provided in the table hereof entitled "Description of the FNF Notes Tendered and in Respect of Which Consent is Given." Failure to do so will render a tender of FNF Notes defective, and FNT will have the right, which it may waive, to reject such tender without notice. Holders who anticipate tendering by a method other than through DTC are urged to promptly contact a bank, broker or other intermediary (that has the facility to hold securities custodially through DTC) to arrange for receipt of any FNT Notes delivered pursuant to the Exchange Offers and to obtain the information necessary to complete the table.

3. Amount of Tenders. Tenders of FNF Notes will be accepted only in denominations of U.S.\$1,000 and integral multiples thereof. Book-entry transfers to the Exchange Agent should be made in the exact principal amount of FNF Notes tendered in respect of which consent is given.

4. Signatures on Letter of Transmittal; Instruments of Transfer; Guarantee of Signatures. For purposes of this Letter of Transmittal, the term "Registered Holder" means an owner of record as well as any DTC participant that has FNF Notes credited to its DTC account. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a "Medallion Signature Guarantor"). Signatures on the Letter of Transmittal need not be guaranteed if:

- the Letter of Transmittal is signed by a participant in DTC whose name appears on a security position listing as the owner of the FNF Notes and the holder has not completed the box entitled "Special Issuance Instructions" on this Letter of Transmittal; or
- the FNF Notes are tendered for the account of an "Eligible Institution."

An “Eligible Institution” is one of the following firms or other entities identified in Rule 17Ad-15 under the Securities Exchange Act of 1934 (as such terms are defined in Rule 17Ad-15):

- (a) a bank;
- (b) a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;
- (c) a credit union;
- (d) a national securities exchange, registered securities association or clearing agency; or
- (e) a savings institution that is a participant in a Securities Transfer Association recognized program.

If any of the FNF Notes tendered are held by two or more Registered Holders, all of the Registered Holders must sign the Letter of Transmittal.

FNT will not accept any alternative, conditional, irregular or contingent tenders. By executing the Letter of Transmittal (or facsimile thereof) or directing DTC to transmit an agent’s message, you waive any right to receive any notice of the acceptance of your FNF Notes for exchange.

If this Letter of Transmittal or instruments of transfer are signed by trustees, executors, administrators, guardians or attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by FNT, evidence satisfactory to FNT of their authority to so act must be submitted with this Letter of Transmittal.

Beneficial Owners whose tendered FNF Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender such FNF Notes.

5. **Special Issuance Instructions.** If the FNF Notes, if any, in principal amount not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above, the signer of this Letter of Transmittal should complete the “Special Issuance Instructions” box on this Letter of Transmittal. All FNF Notes tendered by book-entry transfer and not accepted for exchange will otherwise be returned by crediting the account at DTC designated above.

6. **Transfer Taxes.** FNT will pay or cause to be paid any transfer taxes with respect to the transfer and sale of FNF Notes to it, or to its order, pursuant to the Exchange Offers.

7. **Validity of Tenders.** All questions concerning the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered FNF Notes will be determined by FNT in its sole discretion, which determination will be final and binding. FNT reserves the absolute right to reject any and all tenders of FNF Notes not in proper form or any FNF Notes the acceptance for exchange of which may, in the opinion of its counsel, be unlawful. FNT also reserves the absolute right to waive any defect or irregularity in tenders of FNF Notes, whether or not similar defects or irregularities are waived in the case of other tendered securities. The interpretation of the Terms and Conditions by FNT shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of FNF Notes must be cured within such time as FNT shall determine. None of FNT, the Information Agent, the Exchange Agent, the Dealer Manager or any other person will be under any duty to give notification of defects or irregularities with respect to tenders of FNF Notes, nor shall any of them incur any liability for failure to give such notification.

Tenders of FNF Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any FNF Notes received by the Exchange Agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the holders of FNF Notes, unless otherwise provided in this Letter of Transmittal, as soon as practicable following the expiration date of the applicable Exchange Offer or the withdrawal or termination of such Exchange Offer.

8. **Waiver of Conditions.** FNT reserves the absolute right to amend or waive any of the conditions in any or all of the Exchange Offers and consent solicitations concerning any FNF Notes at any time.

9. **Withdrawal.** Tenders may be withdrawn only pursuant to the procedures and subject to the terms set forth in the Prospectus under the caption “The Exchange Offers — Withdrawal of Tenders and Revocation of Corresponding Consents.”

10. **Requests for Assistance or Additional Copies.** Questions and requests for assistance and requests for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Information Agent at the address and telephone number indicated herein.

In order to tender, a holder of FNF Notes should send or deliver a properly completed and signed Letter of Transmittal and any other required documents to the Exchange Agent at its address set forth below or tender pursuant to DTC’s Automated Tender Offer Program.

The Exchange Agent for the Exchange Offers is:

D. F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, NY 10005
Attention: Gina Ruotolo

By Facsimile Transmission (Eligible Institutions Only): (212) 809-8839

Confirm Facsimile by Telephone: (212) 493-6958

Any questions or requests for assistance or for additional copies of the Prospectus, this Letter of Transmittal, or related documents may be directed to the Information Agent at its telephone numbers set forth below. A holder of FNF Notes may also contact the Dealer Manager at the telephone number set forth below or such holder’s custodian bank, depository, broker, trust company or other nominee for assistance concerning the Exchange Offer.

The Information Agent for the Exchange Offers is:

D. F. King & Co., Inc.
48 Wall Street
New York, New York 10005
Banks and Brokers call: (212) 269-5550 (collect)
All others call toll free: (800) 848-2998

The exclusive Dealer Manager for the Exchange Offers is:

Lehman Brothers
Attention: Liability Management Group
Radoslav Antonov
745 Seventh Avenue
New York, New York 10019
Collect: (212) 528-7581
Toll free: (800) 438-3242

Fidelity National Title Group, Inc.
LETTER TO THE DEPOSITORY TRUST COMPANY PARTICIPANTS

**Amended Offer to Exchange
Any and All of the Outstanding**

**7.30% Fidelity National Financial notes due 2011
(CUSIP 316326AC1)**

**5.25% Fidelity National Financial notes due 2013
(CUSIP 316326AD9)**

for

for

7.30% Fidelity National Title Group notes due 2011

5.25% Fidelity National Title Group notes due 2013

and Solicitation of Consents for Amendment of the Related Indenture

AS AMENDED, THE EXCHANGE OFFERS WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, ON JANUARY 13, 2006 (REFERRED TO AS THE "INITIAL EXPIRATION TIME"), UNLESS EXTENDED OR EARLIER TERMINATED. FIDELITY NATIONAL TITLE GROUP, INC. MAY EXTEND THE EXPIRATION FOR EITHER SERIES OF NOTES WITHOUT EXTENDING ANY SUCH TIME FOR THE OTHER SERIES OF NOTES. NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE INITIAL EXPIRATION TIME, BUT NOT THEREAFTER.

To Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees:

We are offering to exchange all of the notes of Fidelity National Financial, Inc. ("*FNF*") of each series listed above for new Fidelity National Title Group, Inc. ("*FNT*") notes (the "*Exchange Offers*"), on the terms and subject to the conditions set forth in our enclosed Prospectus and Consent Solicitation Statement dated January 9, 2006 (the "*Prospectus*").

We are asking you to contact your clients for whom you hold any of these notes. For your use and for forwarding to those clients, we are enclosing the Prospectus, the related Letter of Transmittal and Consent and a letter to holders summarizing the Exchange Offers. We will not pay you any fees or commissions for soliciting acceptances of the Exchange Offers. However, we will reimburse you for customary mailing and handling expenses incurred by you in forwarding these materials to your clients.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. Please note that the Exchange Offers will expire at the initial expiration time, unless extended or earlier terminated. The Exchange Offers are subject to certain conditions. Please see the section of the Prospectus entitled "The Exchange Offers — Conditions to the Exchange Offers and Consent Solicitations."

If you or your clients would like to tender pursuant to the Exchange Offers any notes you hold, you may do so through DTC's ATOP program or by following the instructions that appear in the Prospectus and in the related Letter of Transmittal and Consent. If you tender through ATOP you do not need to complete the Letter of Transmittal and Consent.

If you have questions about the Exchange Offers or procedures for tendering, you should call the Dealer Manager or the Information Agent at one of their telephone numbers listed below. If you would like additional copies of the Prospectus and the Letter of Transmittal and Consent, you should call the Information Agent at its telephone number set forth below.

Very truly yours,

Fidelity National Title Group, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS CONSTITUTES YOU AS THE AGENT OF THE COMPANY OR THE DEALER MANAGER, OR AUTHORIZES YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFERS OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

The Information Agent for the Exchange Offers is:

D. F. King & Co., Inc.

48 Wall Street

New York, New York 10005

Banks and Brokers call: (212) 269-5550 (collect)

All others call toll free: (800) 848-2998

The exclusive Dealer Manager for the Exchange Offers is:

Lehman Brothers

Attention: Liability Management Group

Radoslav Antonov

745 Seventh Avenue

New York, New York 10019

Collect: (212) 528-7581

Toll free: (800) 438-3242

Fidelity National Title Group, Inc.
LETTER TO CLIENTS

**Amended Offer to Exchange
Any and All of the Outstanding**

**7.30% Fidelity National Financial notes due 2011
(CUSIP 316326AC1)**

**5.25% Fidelity National Financial notes due 2013
(CUSIP 316326AD9)**

for

for

7.30% Fidelity National Title Group notes due 2011

5.25% Fidelity National Title Group notes due 2013

and Solicitation of Consents for Amendment of the Related Indenture

AS AMENDED, THE EXCHANGE OFFERS WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, ON JANUARY 13, 2006 (REFERRED TO AS THE "INITIAL EXPIRATION TIME"), UNLESS EXTENDED OR EARLIER TERMINATED. FIDELITY NATIONAL TITLE GROUP, INC. MAY EXTEND THE EXPIRATION FOR EITHER SERIES OF NOTES WITHOUT EXTENDING ANY SUCH TIME FOR THE OTHER SERIES OF NOTES. NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE INITIAL EXPIRATION TIME, BUT NOT THEREAFTER.

January 9, 2006

To Our Clients:

We are enclosing a Prospectus and Consent Solicitation Statement, dated January 9, 2006 (the "*Prospectus*"), of Fidelity National Title Group, Inc. ("*FNT*"), and a related Letter of Transmittal and Consent (the "*Letter of Transmittal*") relating to the offer by FNT to exchange all of the notes of Fidelity National Financial, Inc. ("*FNF*") of each series listed above for new FNT notes (the "*Exchange Offers*"), on the terms and subject to the conditions set forth in the Prospectus. If you tender notes, you will, by the act of tendering, be consenting to various amendments to the applicable indenture under which those notes were issued and to related modifications to rights of holders of notes, all as described in the Prospectus. FNT's obligation to purchase tendered notes is subject to certain conditions. Please see the section of the Prospectus entitled "The Exchange Offers — Conditions to the Exchange Offers and Consent Solicitations."

For your convenience, we summarize certain terms of the Exchange Offers below. This summary is not complete. You should read the Prospectus for a more detailed description of the terms of the Exchange Offers.

Exchange Offers

FNT is offering to exchange outstanding FNF notes for FNT's new notes that have been registered under the Securities Act of 1933. For each \$1,000 principal amount of FNF notes, FNT is offering to exchange \$1,000 in principal amount of new FNT notes. The new FNT notes being offered will also have the same interest rates, redemption terms and payment and maturity dates as the FNF notes being exchanged, and will provide for accrued interest from the last date for which interest was paid on the FNF notes being exchanged.

Withdrawal Rights

You may withdraw tendered FNF notes and revoke consents with respect thereto at any time prior to the initial expiration time described above, but not thereafter. A valid withdrawal of tendered FNF notes will also constitute the revocation of the related consent to the proposed amendments to the indenture. You may only revoke your consent by validly withdrawing the tendered FNF notes prior to the initial expiration time. You may not withdraw tendered FNF notes or revoke consents with respect thereto after the initial expiration time, even if FNT otherwise extends the expiration of the exchange offers. If for any reason tendered notes are not accepted for exchange, they will be returned promptly after the expiration or termination of the applicable exchange offer.

How to Accept an Offer

We are the holder of your FNF notes through our account with the Depository Trust Company (“DTC”). A tender of such FNF notes can be made only by us as a DTC participant and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender FNF notes held by us for your account.

We request instructions as to whether you wish to tender any or all of your FNF notes held by us through our DTC account pursuant to the terms and conditions set forth in the Prospectus and the Letter of Transmittal.

We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us to tender your FNF notes. You may use the attached form to give your instructions.

PLEASE RETURN YOUR INSTRUCTIONS TO US IN THE ENCLOSED ENVELOPE OR CONTACT YOUR REPRESENTATIVE WITH INSTRUCTIONS TO PERMIT US TO TENDER YOUR FNF NOTES PRIOR TO THE INITIAL EXPIRATION TIME.

INSTRUCTIONS TO THE DEPOSITORY TRUST COMPANY PARTICIPANT

To the Participant of The Depository Trust Company:

The undersigned hereby acknowledges receipt of the exchange offer prospectus and consent solicitation statement, dated January 9, 2006 (the "Prospectus"), of Fidelity National Title Group, Inc. and a related Letter of Transmittal and Consent (the "Letter of Transmittal") relating to the offer to exchange all of the notes of Fidelity National Financial, Inc. ("FNF") of each series described in the Prospectus for new Fidelity National Title Group, Inc. notes on the terms and subject to the conditions set forth in the Prospectus and Letter of Transmittal.

This will authorize you to tender the undersigned notes and to deliver the undersigned's consent with respect to the principal amount(s) of FNF notes indicated below held by you for the account or benefit of the undersigned, pursuant to the terms and conditions set forth in the Prospectus.

Name(s) of beneficial owner(s):

Signature(s):

Name(s):

(Please Print)

Address(es):

Telephone Number(s):

Taxpayer Identification or
Social Security Number(s):

My Account Number With You:

Principal Amount of 7.30% FNF Notes
due 2011 Beneficially Owned:

Principal Amount of 7.30% FNF Notes
due 2011 to Tender and As to Which Consent is Given
(must be an integral multiple of \$1,000):

Principal Amount of 5.25% FNF Notes
due 2013 Beneficially Owned:

Principal Amount of 5.25% FNF Notes
due 2013 to Tender and As to Which Consent is Given
(must be an integral multiple of \$1,000):

Date: