UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 31, 2007

METAVANTE TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Wisconsin	**001-33747**	**39-0968604**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

4900 West Brown Deer Road
Milwaukee, Wisconsin 53223
(Address of principal executive offices, including zip code)

(414) 357-2290
(Registrant's telephone number, including area code)

METAVANTE HOLDING COMPANY
770 North Water Street
Milwaukee, Wisconsin 53202
(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))

Introduction

On November 1, 2007, Metavante Technologies, Inc. (formerly known as Metavante Holding Company) ("Metavante Technologies") completed the previously announced transactions (the "separation and related transactions") to separate from Marshall & Ilsley Corporation ("Marshall & Ilsley"). On November 2, 2007, Metavante Technologies' common stock began regular way trading on the New York Stock Exchange under the symbol "MV". The creation of Metavante Technologies as a separate public company results from the successful completion of a plan, approved by Marshall & Ilsley shareholders on October 25, 2007, to separate the banking business of Marshall & Ilsley, which will be operated by New M&I Corporation (renamed Marshall & Ilsley Corporation), from the business of Marshall & Ilsley's wholly-owned subsidiary, Metavante Corporation, which will be operated by Metavante Technologies, into two separate, publicly-traded companies. A copy of the press release dated November 1, 2007 announcing the completion of the transactions is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Throughout this Current Report on Form 8-K, reference is made to the proxy statement/prospectus—information statement included as part of Metavante Technologies' Registration Statement on Form S-4, as filed with the Securities and Exchange Commission (the "SEC") on May 22, 2007, as amended and supplemented and declared effective (File No. 333-143143) (the "Registration Statement"). A copy of the Registration Statement is included as Exhibit 99.2 to this Current Report on Form 8-K.

Item 1.01. Entry into a Material Definitive Agreement

Shareholders Agreement

In connection with the completion of the separation and related transactions, Metavante Technologies entered into a Shareholders Agreement, dated as of November 1, 2007, with WPM, L.P., a Delaware limited partnership ("Investor"), and the other shareholders party thereto (the "Shareholders Agreement"). Descriptions of the material provisions of the Shareholders Agreement are included in the Registration Statement under the caption "Additional Agreements Relating to the Transactions—Shareholders Agreement," which is incorporated herein by reference. A copy of the Shareholders Agreement is filed herewith as Exhibit 4.1 and incorporated herein by reference.

Stock Purchase Right Agreement

In connection with the completion of the separation and related transactions, Metavante Technologies entered into a Stock Purchase Right Agreement, dated as of November 1, 2007, with Investor (the "Stock Purchase Right Agreement"). Descriptions of the material provisions of the Stock Purchase Right Agreement are included in the Registration Statement under the caption "Additional Agreements Relating to the Transactions—Stock Purchase Right Agreement," which is incorporated herein by reference. The Stock Purchase Right Agreement allows Investor, following the closing

of the separation and related transactions, to maintain its 25% interest in the common stock of Metavante Technologies, notwithstanding the exercise of certain employee options outstanding at the time of closing.

A copy of the Stock Purchase Right Agreement is filed herewith as Exhibit 4.2 and incorporated herein by reference.

Credit Agreement

On November 1, 2007, Metavante Corporation (the "Borrower"), a Wisconsin corporation and, upon the closing of the separation and related transactions, a wholly-owned subsidiary of Metavante Technologies, and Metavante Technologies entered into a credit agreement with JPMorgan Chase Bank, N.A., as Administrative Agent, Lehman Commercial Paper Inc. and Baird Financial Corporation, as Documentation Agents, Morgan Stanley Senior Funding Inc., as Syndication Agent, and the several lenders from time to time parties thereto (the "Credit Agreement"). The Credit Agreement provides for a term loan facility in an aggregate principal amount of $1.75 billion and a revolving credit facility in an aggregate principal amount of $250 million. Metavante Technologies and each domestic subsidiary of the Borrower guarantee the Borrower's obligations under the Credit Agreement.

The term loan facility matures on November 1, 2014 and the revolving credit facility matures on November 1, 2013. The term loan facility amortizes in nominal quarterly installments of 0.25% of the original principal amount thereof starting in the second full quarter after the closing date, with the balance payable on the term loan facility maturity date. The commitments under the revolving facility terminate on its maturity date and any amounts owing thereunder are payable on that date.

Amounts drawn under the term loan facility initially will bear annual interest at either an adjusted LIBOR rate plus a margin of 1.75%, or an alternate base rate plus a margin of 0.75%. Amounts drawn under the revolving credit facility initially will bear annual interest at either an adjusted LIBOR rate plus 1.625%, or an alternate base rate plus a margin of 0.625%. On and after the first date on which financial statements are delivered to the lenders (which will occur after the completion of the first fiscal quarter of the Borrower after November 1, 2007), interest rate margins will be determined pursuant to a pricing grid based on the Borrower's consolidated leverage ratio: amounts drawn under the term loan facility will bear annual interest at either an adjusted LIBOR rate plus a margin ranging from 1.625% to 1.75%, or an alternative base rate plus a margin ranging from 0.625% to 0.75%; amounts drawn under the revolving credit facility will bear annual interest at either an adjusted LIBOR rate plus a margin ranging from 1.375% to 1.50%, or an alternate base rate plus a margin ranging from 0.375% to 0.625%.

The Credit Agreement contains a number of covenants restricting, among other things, dividends, liens, sale-leaseback transactions, loans and investments, debt, guarantees, hedging arrangements, mergers and acquisitions, asset sales, transactions

with affiliates, changes in fiscal year, prepayments and modifications of subordinated debt instruments, and changes in lines of business. The Borrower is required to comply with a total leverage ratio test. The Credit Agreement contains customary events of default. A copy of the Credit Agreement is attached as Exhibit 4.3.1 hereto and is incorporated herein by reference.

The Borrower's obligations under the Credit Agreement are secured by a perfected first priority security interest in substantially all of the assets of Metavante Technologies, the Borrower and each domestic subsidiary of the Borrower (whether now owned or subsequently acquired) including: (i) a pledge of all of the capital stock of the Borrower, (ii) a pledge of all the capital stock or equity interests held by Metavante Technologies, the Borrower or any subsidiary guarantor of the Borrower (which pledge, in the case of any first tier foreign subsidiary, is limited to 100% of the non-voting stock (if any) and 65% of the voting stock of such first tier subsidiary), (iii) security interests in, and mortgages on, all owned real property and equipment of the Borrower and its domestic subsidiaries, and (iv) security interests in substantially all personal property of Metavante Technologies, the Borrower and each domestic subsidiary of the Borrower, including inventory, accounts receivable, investment property, intellectual property, other general intangibles, intercompany notes and proceeds of the foregoing, in each case, with certain exceptions, pursuant to a security agreement (the "Guarantee and Collateral Agreement") made by Metavante Technologies, the Borrower and its domestic subsidiaries on November 1, 2007. A copy of the Guarantee and Collateral Agreement is attached as Exhibit 4.3.2 hereto and is incorporated herein by reference.

The Credit Agreement permits the Borrower to add one or more incremental term facilities to the term loan facility and/or to increase commitments under the revolving credit facility up to $350 million for all facilities if, at the time of such incurrence, the Borrower is in pro forma compliance with the total leverage ratio test. A number of the terms of the incremental facility, including the interest rate to be charged thereon, would be subject to the agreement of the Borrower and the lenders at a later date.

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

The information included under the caption "Credit Agreement" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities

In order to facilitate the structure of the separation and related transactions, on the closing date, November 1, 2007, Metavante Technologies issued and sold 29,732,214 shares of its Class A common stock, par value $0.01 per share ("Class A Common Stock") to Investor for $625 million. At 12:01 a.m. Eastern Time on November 2, 2007, each share of Class A Common Stock automatically converted into one share of Metavante Technologies common stock, par value $0.01 per share ("Common Stock"). As a result of the conversion, Investor and its affiliates owned 25% of the issued and outstanding shares of the Common Stock immediately following the conversion.

The above-mentioned shares of Class A Common Stock were issued and sold in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended.

Descriptions of the investment by Investor and of the Class A Common Stock and its conversion into Common Stock are included in the Registration Statement under the captions "The Transactions—Description of the Transactions—Timing and Structure of the Transactions," "The Transactions—The Investment by Investor" and "Description of New Metavante Capital Stock—Class A Common Stock," which are incorporated herein by reference.

Item 3.03. Material Modification to the Rights of Security Holders

Restated Articles of Incorporation and Amended and Restated By-laws

Pursuant to resolutions of Metavante Technologies' sole shareholder and its Board of Directors, Metavante Technologies amended and restated its articles of incorporation, effective as of October 31, 2007 (the "Restated Articles of Incorporation"). Metavante Technologies' By-laws were also amended and restated (the "Amended and Restated By-laws") effective as of October 31, 2007. Descriptions of the Restated Articles of Incorporation and the Amended and Restated By-laws are included in the Registration Statement under the captions "The Investment Agreement—The Internal Transactions—New Metavante Restated Articles of Incorporation and Amended and Restated By-laws" and "Comparison of Rights of Marshall & Ilsley, New Metavante and New Marshall & Ilsley Shareholders," which are incorporated herein by reference. Copies of the Restated Articles of Incorporation and the Amended and Restated By-laws are filed herewith as Exhibits 3.1 and 3.2, respectively, and are incorporated herein by reference.

Pursuant to the Restated Articles of Incorporation, the name of the corporation was changed from "Metavante Holding Company" to "Metavante Technologies, Inc."

Shareholders Agreement

The information included under the caption "Shareholders Agreement" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Stock Purchase Right Agreement

The information included under the caption "Stock Purchase Right Agreement" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.01. Change in Control of Registrant

As described above in the "Introduction" section of this Current Report on Form 8-K and incorporated by reference into this Item 5.01, in connection with the separation and related transactions, Metavante Technologies became a publicly-traded company, separate from Marshall & Ilsley. Prior to the separation and related transactions, Metavante Technologies was a wholly-owned subsidiary of Marshall & Ilsley.

A description of the separation and related transactions is included in the Registration Statement under the caption "The Transactions—Description of the Transactions," which is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Board of Directors

Reference is made to the information set forth in the Registration Statement under the captions "Management of New Metavante—Board of Directors Transactions Agreement Provisions" and "Management of New Metavante—Directors and Executive Officers—Directors of New Metavante," which are incorporated herein by reference.

By unanimous written consent on October 25, 2007, the Board of Directors of Metavante Technologies elected the following individuals to the Board, effective as of October 26, 2007, to serve as directors until the next annual meeting of shareholders of Metavante Technologies and until his or her successor is elected and qualified: L. Dale Crandall, Stephan A. James and Dianne M. Neal.

The Board of Directors also elected the following individuals to the Board, effective upon the completion of the separation and related transactions on November 1, 2007, to serve as directors until the next annual meeting of shareholders of Metavante Technologies and until his or her successor is elected and qualified: David A. Coulter, James Neary and Adarsh K. Sarma.

Pursuant to the terms of the Shareholders Agreement, Investor designated Messrs. Coulter, Neary and Sarma as directors of Metavante Technologies. As discussed in the Registration Statement under the caption "Additional Agreements Relating to the Transactions—Shareholders Agreement," the Shareholders Agreement contains provisions relating to the composition of the Board and election of directors.

Following completion of the separation and related transactions, the Board of Directors of Metavante Technologies consists of the following individuals:

Name and Age	Principal Occupation and Directorships
L. Dale Crandall **Age: 65**	Mr. Crandall is a business consultant for and board member of Piedmont Corporate Advisors Inc., positions he has held since 2003. Mr. Crandall is the former President and Chief Operating Officer of Kaiser Foundation Health Plan, Inc., and Kaiser Foundation Hospitals. Mr. Crandall also serves on the board of

	directors of Ansell Limited, BEA Systems, Inc., Covad Communications, Coventry Health Care, Inc., The Dodge & Cox Mutual Funds, and UnionBanCal Corporation.
David A. Coulter **Age: 60**	Mr. Coulter is a Managing Director, Financial Services in the New York office of Warburg Pincus LLC, a position he has held since joining Warburg Pincus LLC in 2005. From 2002 through 2005, Mr. Coulter held a series of positions with JPMorgan Chase and was a member of the Office of the Chairman. He previously held senior positions at The Beacon Group and served as Chairman and Chief Executive Officer of BankAmerica Corporation. Mr. Coulter also serves as a director of FundsXpress, Pacific Gas & Electric Corporation, Strayer Education and The Irvine Company.
Michael D. Hayford **Age: 47**	Mr. Hayford is Senior Executive Vice President and Chief Operating Officer of Metavante Technologies. Mr. Hayford has served as a Director of Metavante Corporation since September 2004, as its Chief Financial Officer and Treasurer from May 2001 to July 2007, as its Chief Operating Officer since May 2006 and as its Senior Executive Vice President since September 2004. Mr. Hayford also has served as a Senior Vice President of Marshall & Ilsley. Mr. Hayford serves in various positions of Metavante Technologies' subsidiaries: Director and Executive Vice President of Advanced Financial Solutions, Inc. and MBI Benefits, Inc.; Director, Executive Vice President and Treasurer of TREEV LLC; Manager of NYCE Payments Network, LLC; Manager of Metavante Acquisition Company II, LLC; Manager and Executive Vice President of Endpoint Exchange LLC; Executive Vice President and Treasurer of Metavante Operations Resources Corporation, Link2Gov Corp. and Vicor, Inc.; Executive Vice President of Kirchman Corporation, VECTORsgi, Inc., Prime Associates, Inc., GHR Systems Canada, Inc., and Valutec Card Solutions LLC; and Vice President of Printing For Systems, Inc. Mr. Hayford is a director of the University of Wisconsin—La Crosse Foundation and West Bend Mutual Insurance.
Stephan A. James **Age: 60**	Mr. James is the former Chief Operating Officer of Accenture Ltd., and served as Vice Chairman of Accenture Ltd. from 2001 to 2004. He also served in the advisory position of International Chairman of Accenture, from August 2004 until August 2006. He currently serves as a member of the University of Texas McCombs School of Business Advisory Board.
Ted D. Kellner **Age: 61**	Mr. Kellner has served as Chairman and Chief Executive Officer of Fiduciary Management, Inc., an investment management firm, since 1980. He is also a director of American Family Mutual

	Insurance Company and Kelben Foundation, Inc. He has been a director of Marshall & Ilsley since 2000.
Dennis J. Kuester **Age: 65**	Mr. Kuester serves as Chairman of the Board of Metavante Technologies. Mr. Kuester has been Chairman of the Board of Marshall & Ilsley since January 2005 and, with Marshall & Ilsley, served as Chief Executive Officer from January 2002 through April 2007, as President from 1987 to 2005, and as a director since 1994. With M&I Marshall & Ilsley Bank, Mr. Kuester has served as Chairman of the Board and Chief Executive Officer since 2001, as President from 1989 to October 2001 and as Director since 1989. Mr. Kuester is also a director of the Federal Reserve Bank of Chicago, Modine Manufacturing Company, Wausau Paper Corp., Krueger International, Inc., Super Steel Products Corp., YMCA of Metropolitan Milwaukee, Froedtert Hospital, Medical College of Wisconsin and the Lynde and Harry Bradley Foundation and Chairman of the Board of Christian Stewardship Foundation.
Frank R. Martire **Age: 60**	Mr. Martire is President and Chief Executive Officer of Metavante Technologies. Mr. Martire has served as Director, President and Chief Executive Officer of Metavante Corporation since March 2003, and as Senior Vice President of Marshall & Ilsley since April 2003. Mr. Martire serves in various positions of Metavante subsidiaries: Manager of Metavante Acquisition Company II LLC and Director of NYCE Payments Network. Mr. Martire was President and Chief Operating Officer of Call Solutions Inc. from 2001 to 2003 and President and Chief Operating Officer, Financial Institution Systems and Services Group, of Fiserv, Inc. from 1991 to 2001. Mr. Martire is a director of Sacred Heart University, Aurora Healthcare and Children's Hospital Foundation.
James Neary **Age: 42**	Mr. Neary is a Managing Director, Technology, Media and Telecommunications in the New York office of Warburg Pincus LLC, a position he has held since 2004. From 2000 through 2004, Mr. Neary led Warburg Pincus LLC's Capital Markets group. Mr. Neary is currently a director of Fortent Inc. and Telmar Network Technology. He previously was a Managing Director at Chase Securities and was in the Leveraged Finance Group at Credit Suisse First Boston.

Dianne M. Neal **Age: 47**	Ms. Neal is the Executive Vice President and Chief Financial Officer of Reynolds American Inc. Ms. Neal joined Reynolds Tobacco in 1988. She became Executive Vice President of R.J. Reynolds Tobacco Holdings, Inc. and R.J. Reynolds Tobacco Company in July 2003. On the creation of Reynolds American Inc., Ms. Neal was named the Executive Vice President and Chief Financial Officer of Reynolds American Inc. in August 2004. Ms. Neal is a member of the board of directors of LandAmerica Financial Group, Inc. and the Reynolda House Museum of American Art.
Adarsh K. Sarma **Age: 33**	Mr. Sarma is a Principal, Technology, Media and Telecommunications in the New York office of Warburg Pincus LLC, a position he has held since joining Warburg Pincus LLC in 2005. From 2002 to early 2005, Mr. Sarma held the positions of Vice President and then Principal at ChrysCapital, a private equity firm. Mr. Sarma also serves as a director of Bridgepoint Education.

The Audit Committee of the Board consists of the following directors: L. Dale Crandall (chair), Dianne M. Neal and James Neary.

The Compensation Committee of the Board consists of the following directors: David A. Coulter (chair), Stephan A. James and James Neary.

The Corporate Governance/Nominating Committee of the Board consists of the following directors: Ted D. Kellner (chair), Stephan A. James, Dianne M. Neal and Adarsh K. Sarma.

In connection with the separation and related transactions, Metavante Technologies adopted the Metavante Directors Deferred Compensation Plan. A copy of the plan is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Executive Officers

Reference is made to the information set forth in the Registration Statement under the caption “Management of New Metavante—Directors and Executive Officers—Executive Officers of New Metavante,” which is incorporated herein by reference.

Effective upon the completion of the separation and related transactions, the Board accepted resignations from all of the individuals serving as officers of Metavante Technologies and the following individuals ceased to hold the offices opposite their name below:

Gregory A. Smith	President
Randall J. Erickson	Vice President and Secretary
Paul J. Renard	Vice President and Assistant Secretary
Ryan R. Deneen	Vice President and Assistant Secretary
Patricia R. Justiliano	Vice President and Treasurer

Each of the persons set forth below was elected to the office of Metavante Technologies set forth opposite his or her name (the "covered officers") to take such office immediately upon the completion of the separation and related transactions and to hold such office until his or her successor is chosen and qualified:

Frank R. Martire	President and Chief Executive Officer ("Principal Executive Officer")
Michael D. Hayford	Senior Executive Vice President and Chief Operating Officer ("Principal Operating Officer")
Timothy C. Oliver	Senior Executive Vice President and Chief Financial Officer ("Principal Financial Officer")
Kenneth F. Best	Vice President and Corporate Treasurer – Metavante Corporation ("Principal Accounting Officer")

Listed below is biographical information for the covered officers of Metavante Technologies:

Frank R. Martire, President and Chief Executive Officer. A biography of Mr. Martire is included in this Item 5.02 above under "Board of Directors."

Michael D. Hayford, Senior Executive Vice President and Chief Operating Officer. A biography of Mr. Hayford is included in this Item 5.02 above under "Board of Directors."

Timothy C. Oliver, age 39, Senior Executive Vice President and Chief Financial Officer. Mr. Oliver became Metavante Corporation's Senior Executive Vice President and Chief Financial Officer on July 23, 2007. Prior to joining Metavante Corporation, Mr. Oliver was Vice President and Treasurer of Rockwell Automation, Inc. since May 2004 and Vice President, Investor Relations and Financial Planning of Raytheon Company prior to that. Mr. Oliver is a director of Children's Hospital of Wisconsin and Healthcare System Foundation.

Kenneth F. Best, age 37, Vice President and Corporate Treasurer of Metavante Corporation, and Principal Accounting Officer of Metavante Technologies. Since joining Metavante Corporation in 1999, Mr. Best has held various management positions within the treasury, tax, and financial accounting areas of Metavante Corporation's Finance Department. Prior to that, Mr. Best was a manager within the Audit and Business Advisory division of Arthur Andersen. Mr. Best is a Certified Public Accountant.

Employment Agreements, Change of Control Agreements and Stock Options

Employment Agreements

In connection with the completion of the separation and related transactions, Metavante Technologies entered into employment agreements with Messrs. Martire and Hayford, as well as Messrs. Frank G. D'Angelo and Donald W. Layden, Jr., other executive officers of Metavante Technologies. The employment agreements establish a base salary, a target annual bonus (based on a percentage of base salary), as well as benefits and perquisites, in accordance with Metavante Technologies' policies.

The employment agreements have an initial term of two or three years and automatically renew for consecutive one-year terms unless either party gives written notice of its intention not to renew at least 60 days prior to any expiration date. Under the employment agreements, each executive is entitled to a base salary which will be reviewed annually for increase by Metavante Technologies' Compensation Committee, as well as to certain employee benefits, in accordance with Metavante Technologies' policies for senior executives. The employment agreements provide for incentive compensation, at Metavante Technologies' discretion, based upon performance.

The base salary amounts for each of the executive officers listed above are: Mr. Martire—$675,000; Mr. Hayford—$525,000; Mr. D'Angelo—$425,000; and Mr. Layden—$400,000. The employment agreements provide that these amounts may be increased in subsequent years, but generally may not be reduced. The target annual bonuses, as a percentage of base salary, are as follows: Mr. Martire—100%; Messrs. Hayford and D'Angelo—90%; and Mr. Layden—75%; with the actual bonuses to be between zero and two times target depending on the achievement of performance objectives.

If the employment agreements are terminated by Metavante Technologies without "cause" or by the executive with "good reason"—either of which is a "qualifying termination"—the executive will receive:

- the executive's earned but unpaid base salary and accrued but unused vacation pay, as well as reimbursement for certain business expenses incurred but not yet reimbursed by Metavante Technologies;
- a lump sum cash severance equal to the product of two times the sum of (x) the executive's base salary and (y) the executive's target annual bonus;
- the pro rata portion of executive's annual bonus which would have been paid to the executive for the year of termination based on actual performance as determined at the discretion of Metavante Technologies' Compensation Committee;
- accelerated vesting in all time-based vesting awards under the Metavante 2007 Equity Incentive Plan that would have become vested within one (1) year of the termination date;
- to the extent the executive's termination occurs within one year prior to the conclusion of a performance-based vesting cycle for a performance-based

award under the Metavante 2007 Equity Incentive Plan, the executive's award will remain eligible for vesting based on actual performance (determined at the end of the performance-based vesting cycle), provided that such eligibility for vesting will be limited to a pro-rated portion of the award based on the executive's period of service during the applicable performance period;

- continuation of welfare benefits for 24 months following termination, subject to certain restrictions in the event the executive obtains other employment providing for such benefits; and
- outplacement services from a provider selected by the executive which shall not exceed $25,000.

Payment of all or part of the lump sum cash severance may be delayed for six months following termination if required by Code Section 409A. No severance payments or benefits are payable upon a termination of employment that is not a qualifying termination, and payment of severance benefits are subject to the executive's execution of a release of claims against Metavante Technologies.

"Cause" is defined as:

- the executive's willful refusal to perform in any material respect the executive's duties and responsibilities for Metavante Technologies or an affiliate of Metavante Technologies or the executive's failure to comply in any material respect with the policies and procedures of Metavante Technologies or an affiliate of Metavante Technologies at which the executive serves as an officer and/or director;
- any conduct by the executive which is materially injurious to Metavante Technologies or an affiliate of Metavante Technologies or materially injurious to the business reputation of Metavante Technologies or an affiliate of Metavante Technologies;
- the executive's conviction of, or plea of guilty or *nolo contendere* to, a felony or other crime (except for misdemeanors which are not materially injurious to, or to the business reputation of, Metavante Technologies or an affiliate of Metavante Technologies); or
- fraud or other illegal conduct in the performance of the executive's duties for Metavante Technologies or an affiliate of Metavante Technologies.

"Good reason" is defined as:

- any reduction in the executive's base salary or target annual bonus;
- the relocation of the offices at which the executive is principally employed by greater than thirty (30) miles;
- a material diminution in the executive's title;

- if the executive is or becomes a director of Metavante Technologies, removal of the executive as a director or the failure to re-elect the executive as a director;
- removal of the executive from the Executive Committee of Metavante Technologies;
- notice of nonrenewal of employment given by Metavante Technologies; or
- a material breach of a material provision of the employment agreement by Metavante Technologies.

In addition to the items listed above, the employment agreements for Messrs. Martire and Hayford each contain one additional item included in the definition of "good reason." In Mr. Martire's employment agreement, "good reason" includes if Mr. Martire is not named Chairman of the Board of Directors of Metavante Technologies by the 18-month anniversary of the effective date of the separation and related transactions. In Mr. Hayford's employment agreement, "good reason" includes if Mr. Hayford is not named President and Chief Operating Officer of Metavante Technologies by the 18-month anniversary of the effective date of the separation and related transactions.

The employment agreements subject each executive to standard ongoing confidentiality and work product obligations and to non-competition and non-solicitation covenants while employed by Metavante Technologies and for one year after termination of employment for any reason. The employment agreements also provide that each executive shall receive such perquisites as are provided by Metavante Technologies to its senior executive officers.

Copies of the employment agreements with Messrs. Martire, Hayford, D'Angelo and Layden are filed herewith as Exhibits 10.2, 10.3, 10.4 and 10.5, respectively, and are incorporated herein by reference.

Change of Control Agreements

Prior to the separation and related transactions, Metavante Corporation and Marshall & Ilsley entered into change of control agreements with certain executive officers of Metavante Corporation, including Messrs. Martire, Hayford, D'Angelo and Paul T. Danola. In connection with the closing of the separation and related transactions, and in order to assure management continuity and stability, Metavante Technologies entered into change of control agreements with certain of its officers including Messrs. Martire, Hayford, D'Angelo, Danola and Steven A. Rathgaber, who were named in the "Summary Compensation Table" of the Registration Statement and Mr. Oliver, the principal financial officer of Metavante Technologies (collectively, the "named executive officers"). Metavante Technologies also entered into a change of control agreement with Mr. Layden.

The change of control agreements with the executive officers are substantially similar to the change of control agreements that existed prior to the closing of the separation and related transactions. The change of control agreements guarantee the

executive officers specific payments and benefits upon a termination of employment as a result of a change of control of Metavante Technologies. If a change of control occurs, the agreement becomes effective and continues for one to three years after the date of the change of control. Under the change of control agreements, “change of control” is defined in substantially the same manner as the Metavante Corporation change of control agreements.

The Metavante Technologies’ change of control agreements provide for specified benefits if, after a change of control of Metavante Technologies occurs, the executive officer voluntarily terminates employment for “good reason” or is involuntarily terminated without “cause.”

“Good reason” is generally defined as a reduction of the executive’s base salary or target short-term incentive opportunity; Metavante Technologies’ failure to provide the executive with the same long-term incentive opportunities or benefits (including retirement plans) provided to other peer executives of the entity which employs the executive after the change of control; transferring the executive to a primary work location more than thirty (30) miles from the executive’s residence than the primary work location prior to the change of control; a material diminution of the executive’s title from the title prior to the change of control; or a material adverse change, without the executive’s consent, in the executive’s working conditions or status with Metavante Technologies.

“Cause” is generally defined as the executive’s willful, deliberate and continual failure to substantially perform the executive’s duties where such failure constitutes gross misconduct and results in (or was intended to result in) demonstrable material injury, monetary or otherwise, to Metavante Technologies or any of its affiliates, or the executive commits acts of fraud and dishonesty constituting a felony, as determined by a final judgment or order of a court of competent jurisdiction, that results in gain to, or enrichment of, the executive at the expense of Metavante Technologies or any of its affiliates.

Upon a termination for good reason or without cause, the executive officer is entitled to a lump sum cash payment consisting of:

- accrued but unpaid base salary and vacation accrued but not taken;
- the higher of (i) the average annualized bonuses paid or payable to the executive by Metavante Technologies in respect of the three fiscal years prior to the change of control and (ii) the annualized bonus paid or payable for the most recently completed fiscal year prior to the year in which the termination occurs (such amount being the “higher annual bonus”), prorated for the fiscal year in which the termination occurs;
- three, two or one times (dependent on the length of the term of the agreement) the sum of: (i) the executive’s annual base salary (including certain deferred amounts) and (ii) the higher annual bonus;

- a payment equal to the retirement benefits lost for three, two or one years (dependent on the length of the term of the agreement); and
- three, two or one times (dependent on the length of the term of the agreement) the value of certain other fringe benefits.

In addition, in the event of a qualifying termination, the executive is entitled to continue medical and dental benefits for 36, 24 or 12 months (depending on the length of the term of the agreement) after the date of termination and has the right to purchase his or her company car, if any, at its fair market value. After the end of such period, Messrs. Martire, Hayford, D'Angelo and Layden will be deemed to be eligible for the most favorable retiree health benefits plan maintained by Metavante Technologies from time to time thereafter. Furthermore, each outstanding non-performance based stock option granted to the executive automatically vests in the event of a qualifying termination. The Metavante Technologies change of control agreements also, subject to certain limitations, provide for "gross-up" payments in the event payments to an executive under the Metavante Technologies change of control agreement are subject to the excise tax (the "excise tax") provided for under Section 4999 of the Code, or any similar federal, state or local tax which may be imposed, in an amount such that the executive officer will be in the same after-tax position as if no 20% excise tax under Section 4999 had been imposed. However, if the applicable excise tax could be avoided by reducing the executive's payment under the change of control agreement by $50,000 or less, and if the executive would be in a better after-tax position than if no reduction were made, then the executive is not entitled to any gross-up. The agreements of Messrs. Rathgaber and Danola do not provide for "gross-up" payments; instead, their payments would be reduced as necessary to avoid the excise tax.

Metavante Technologies' change of control agreements also require Metavante Technologies to pay certain legal expenses incurred by the executive officer in connection with enforcing his or her rights under the change of control agreement or disputing Metavante Technologies' decision to terminate him or her or the gross-up payments paid thereunder. Payment of all or part of the lump sum cash payment to an executive may be delayed for six months following termination if required by Code Section 409A. Severance payments and benefits are subject to the executive officer's execution and non-revocation of a release of claims against Metavante Technologies.

Copies of the forms of change of control agreements for Messrs. Martire and Hayford, Messrs. D'Angelo and Layden, Mr. Oliver, and Messrs. Danola and Rathgaber are filed herewith as Exhibits 10.6, 10.7, 10.8 and 10.9, respectively, and are incorporated herein by reference.

Grants of Stock Options and Restricted Stock

On November 5, 2007, the Compensation Committee of the Board approved the grant of nonqualified stock options, effective as of November 12, 2007, under the Metavante 2007 Equity Incentive Plan to Messrs. Martire, Hayford, D'Angelo, Layden, Danola, Oliver, Rathgaber and Best. The number of shares covered by each option grant is as follows: Mr. Martire—750,000

shares, Mr. Hayford—575,000 shares, Mr. D'Angelo—275,000 shares, Mr. Layden—275,000 shares, Mr. Danola—100,000 shares, Mr. Oliver—70,000 shares, Mr. Rathgaber—50,000 shares and Mr. Best—4,800 shares. The exercise price for the options is equal to the average selling price of the stock of Metavante Technologies over the five business day period starting November 6, 2007, and ending November 12, 2007, and with the selling price for each individual day determined using a volume weighted average price for such day. The options are 25% vested upon grant. An additional 25% vests in each of the three years thereafter. The options have a maximum term of 10 years, but terminate earlier in the event of the executive officer's death, disability or other termination of employment.

On November 5, 2007, the Compensation Committee of the Board approved the grant of restricted stock awards, effective as of November 12, 2007, under the Metavante 2007 Equity Incentive Plan to Messrs. Oliver and Best. Mr. Oliver was granted restricted stock in an amount equal to $400,000, with the actual number of shares to be determined using the average selling price of the stock of Metavante Technologies over the five business day period starting November 6, 2007, and ending November 12, 2007, and with the selling price for each individual day determined using a volume weighted average price for such day. Mr. Best was granted 800 shares of restricted stock. The restricted stock awards vest at 25% in each of the four years after the date of the grant.

A copy of the Metavante 2007 Equity Incentive Plan is filed herewith as Exhibit 10.10 and incorporated by reference herein. A form of non-statutory stock option award agreement is filed herewith as Exhibit 10.10(a) and incorporated herein by reference. A form of restricted stock award agreement is filed herewith as Exhibit 10.10(b) and incorporated herein by reference.

Conversion of Marshall & Ilsley Stock Options

In connection with the completion of the separation and related transactions, each option to purchase shares of Marshall & Ilsley common stock held by Metavante Technologies personnel outstanding as of the closing date converted into an option to purchase shares of Common Stock. A description of the conversion of options is included in the Registration Statement under the captions "Additional Agreements Relating to the New Marshall & Ilsley Share Distribution–Employee Matters Agreement" and "Ownership of Common Stock of New Metavante," which are incorporated herein by reference.

Compensation of Executive Officers

Additional information regarding the compensation of Metavante Technologies' executive officers is included in the Registration Statement under the caption "Compensation of Executive Officers of New Metavante," which is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

The information included under the caption "Amended and Restated Articles of Incorporation and Amended and Restated By-laws" in Item 3.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Item 8.01. Other Events

Prior to the completion of the separation and related transactions, Metavante Technologies adopted, among other things, the Metavante Incentive Compensation Plan and the Metavante Executive Deferred Compensation Plan. Copies of each of those plans are filed herewith as Exhibits 10.11 and 10.12, respectively, and are incorporated herein by reference.

In connection with the completion of the separation and related transactions, Metavante Technologies relocated its corporate headquarters from 770 North Water Street, Milwaukee, Wisconsin 53202 to 4900 West Brown Deer Road, Milwaukee, Wisconsin 53223. Metavante Technologies' phone number is (414) 357-2290.

The Metavante Technologies 2008 annual meeting of shareholders is expected to be held on May 20, 2008. Shareholder proposed nominations and other shareholder proposed business must be made in accordance with Metavante Technologies' Amended and Restated By-laws which provide, among other things, that shareholder proposed nominations must be accompanied by certain information concerning the nominee and the shareholder submitting the nomination, and that shareholder proposed business must be accompanied by certain information concerning the proposal and the shareholder submitting the proposal. To be considered for inclusion in the proxy statement solicited by the Board of Directors of Metavante Technologies, shareholder proposals for consideration at the 2008 annual meeting of shareholders must be received by Metavante Technologies at its principal executive offices, 4900 West Brown Deer Road, Milwaukee, Wisconsin 53223 on or before December 14, 2007. Proposals should be directed to Mr. Norrie J. Daroga, the Secretary of Metavante Technologies. To avoid disputes as to the date of receipt, it is suggested that any shareholder proposal be submitted by certified mail, return receipt requested.

Item 9.01. Financial Statements and Exhibits

Exhibits

Exhibit No.	Description
3.1	Restated Articles of Incorporation of Metavante Holding Company.*

3.2	Amended and Restated By-laws of Metavante Technologies, Inc.
4.1	Shareholders Agreement, dated as of November 1, 2007, among Metavante Technologies, Inc., WPM, L.P. and the other shareholders party thereto.
4.2	Stock Purchase Right Agreement, dated as of November 1, 2007, between Metavante Technologies, Inc. and WPM, L.P.
4.3.1	Credit Agreement, dated November 1, 2007, with respect to a term loan facility and revolving credit facility, among Metavante Technologies, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, Lehman Commercial Paper Inc. and Baird Financial Corporation, as Documentation Agents, Morgan Stanley Senior Funding Inc., as Syndication Agent, and the several lenders from time to time parties thereto.
4.3.2	Guarantee and Collateral Agreement, dated November 1, 2007, made by Metavante Technologies, Inc. and Metavante Corporation and certain of its subsidiaries in favor of JPMorgan Chase Bank, as Administrative Agent for the Lenders (as defined in therein).
10.1	Metavante Directors Deferred Compensation Plan.
10.2	Employment Agreement, dated November 1, 2007, by and between Metavante Technologies, Inc. and Frank R. Martire.
10.3	Employment Agreement, dated November 1, 2007, by and between Metavante Technologies, Inc. and Michael D. Hayford.
10.4	Employment Agreement, dated November 1, 2007, by and between Metavante Technologies, Inc. and Frank G. D'Angelo.
10.5	Employment Agreement, dated November 1, 2007, by and between Metavante Technologies, Inc. and Donald W. Layden, Jr.
10.6	Form of Change of Control Agreement for Messrs. Martire and Hayford.
10.7	Form of Change of Control Agreement for Messrs. D'Angelo and Layden.
10.8	Form of Change of Control Agreement for Mr. Oliver.
10.9	Form of Change of Control Agreement for Messrs. Danola and Rathgaber.
10.10	Metavante 2007 Equity Incentive Plan.
10.10(a)	Form of Metavante Non-Statutory Stock Option Award – Certificate of Award Agreement.
10.10(b)	Form of Metavante Restricted Stock Award – Certificate of Award Agreement.
10.11	Metavante Incentive Compensation Plan.
10.12	Metavante Executive Deferred Compensation Plan.
10.13	Metavante 2007 Employee Stock Purchase Plan.
99.1	Press Release dated November 1, 2007 announcing completion of the transactions
99.2	Form S-4 Registration Statement of Metavante Holding Company filed with the SEC on May 22, 2007, as amended and supplemented (File No. 333-143143). (Previously filed with the SEC and incorporated by reference.)

* Pursuant to the Restated Articles of Incorporation, the name of the corporation was changed from “Metavante Holding Company” to “Metavante Technologies, Inc.”

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 hereunto duly authorized.

METAVANTE TECHNOLOGIES, INC.

Date: November 6, 2007

/s/ Timothy C. Oliver

Name: Timothy C. Oliver
Title: Senior Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 3.1

RESTATED ARTICLES OF INCORPORATION
OF
METAVANTE HOLDING COMPANY

These Restated Articles of Incorporation are executed by the undersigned to supersede and replace the heretofore existing Articles of Incorporation and any amendments thereto of Metavante Holding Company, a corporation incorporated under Chapter 180 of the Wisconsin Statutes, the Wisconsin Business Corporation Law:

ARTICLE I

The name of the corporation is Metavante Technologies, Inc. (the "Corporation").

ARTICLE II

The Corporation may engage in any lawful activity within the purposes for which corporations may be organized under the Wisconsin Business Corporation Law.

ARTICLE III

The aggregate number of shares which the Corporation shall have the authority to issue, the designation of each class of shares, the authorized number of shares of each class and the par value thereof per share, shall be as follows:

Designation of Class	Par Value Per Share	Authorized Number of Shares
Preferred Stock	$ 0.01	5,000,000
Common Stock	$ 0.01	200,000,000
Class A Common Stock	$ 0.01	100,000,000

Any and all such shares of Common Stock, Class A Common Stock and Preferred Stock may be issued for such consideration as shall be fixed from time to time by the Board of Directors.

The preferences, limitations and relative rights of such classes shall be as follows:

(1) Designation of Series. The Preferred Stock may from time to time as hereinafter provided be divided into and issued in one or more series, and the Board of Directors is hereby expressly authorized to establish one or more series, to fix and determine the variations as among series and to fix and determine, to the extent provided in the Wisconsin Business Corporation Law, the following designations, terms, limitations and relative rights and preferences of such series:

(a) The designations of such series and the number of shares which shall constitute such series, which number may at any time, or from time to time, be increased or decreased (but not below the number of shares thereof then outstanding) by the Board of Directors unless the Board of Directors shall have otherwise provided in establishing such series;

(b) The voting rights to which the holders of the shares of such series are entitled, if any;

(c) The yearly rate of dividends on the shares of such series, the dates in each year upon which such dividend shall be payable and, if such dividend shall be cumulative, the date or dates from which such dividend shall be cumulative;

(d) The amount per share payable on the shares of such series in the event of the liquidation or dissolution or winding up of the Corporation (whether voluntary or involuntary);

(e) The terms, if any, on which the shares of such series shall be redeemable, and, if redeemable, the amount per share payable thereon in the case of the redemption thereof (which amount may vary with regard to (i) shares redeemed on different dates; and (ii) shares redeemed through the operation of a sinking fund, if any, applicable to such shares, from the amount payable with respect to shares otherwise redeemed);

(f) The extent to and manner in which a sinking fund, if any, shall be applied to the redemption or purchase of the shares of such series, and the terms and provisions relative to the operation of such fund;

(g) The terms, if any, on which the shares of such series shall be convertible into shares of any other class or of any other series of the same or any other class and, if so convertible, the price or prices or the rate or rates of conversion, including the method, if any, for adjustments of such prices or rates, and any other terms and conditions applicable thereto; and

(h) Such other terms, limitations and relative rights and preferences, if any, of such series as the Board of Directors may lawfully fix and determine and as shall not be inconsistent with the laws of the State of Wisconsin or these Restated Articles of Incorporation.

All shares of the same series of Preferred Stock shall be identical in all respects, except that shares of any one series issued at different times may differ as to dates from which any cumulative dividends thereon shall be cumulative. All shares of the Preferred Stock of all series shall be equal and shall be identical in all respects, except as permitted by the foregoing provisions of this paragraph (1).

(2) Dividends. The holders of Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends at the annual rate fixed by the Board of Directors with respect to each series of shares and no more. Such dividends shall be payable on such dates and in respect of such periods in such year as may be fixed by the Board of Directors to the holders of record thereof on such date as may be determined by the Board of Directors. Such dividends shall be paid or declared and set apart for payment for each dividend period before any dividend (other than a dividend payable solely in Common Stock or Class A Common Stock, respectively) for the same period shall be paid upon or set apart for payment on the Common Stock or Class A Common Stock, and, if dividends on the Preferred Stock shall be cumulative, all unpaid dividends thereon for any past dividend period shall be fully paid or declared and set apart for payment, but without interest, before any

dividend (other than a dividend payable solely in Common Stock) shall be paid upon or set apart for payment on the Common Stock or Class A Common Stock. The holders of Preferred Stock shall not, however, be entitled to participate in any other or additional earnings or profits of the Corporation, except for such premiums, if any, as may be payable in case of redemption, liquidation, dissolution or winding up.

(3) Redemption. In the event that the shares of any series of the Preferred Stock shall be made redeemable as provided in subparagraph (e) of paragraph (1), above, the Corporation may, at its option, redeem at any time or from time to time all or any part of such shares, upon notice duly given as hereinafter provided, by paying for each share the redemption price then applicable thereto fixed by the Board of Directors as provided in subparagraph (e) of paragraph (1), above.

Notice of every such redemption shall be mailed at least thirty (30) days prior to the date fixed for such redemption to the holders of record of the shares called for redemption at their respective addresses as shown on the stock records of the Corporation. In case of a redemption of a part of a series of Preferred Stock at the time outstanding, the Corporation shall select by lot, in such manner as the Board of Directors may determine, the shares so to be redeemed.

On or before the date fixed for a redemption specified therein, the Corporation shall deposit funds sufficient to redeem such shares with a bank or trust company in good standing, as designated in such notice, organized under the laws of the United States or of the State of Wisconsin, doing business in the City of Milwaukee, Wisconsin, and having a capital, surplus and undivided profit aggregating at least $50,000,000.00, according to its last published statement of condition, in trust for the pro rata benefit of the holders of the shares called for redemption, and if the name and address of such bank or trust company and the deposit or intent to deposit the redemption funds in such trust account shall have been stated in such notice of redemption, and the Corporation shall have given such bank or trust company irrevocable instructions and authorization to pay the amount payable upon redemption to the proper holders upon surrender of certificates representing such shares, then, from and after the mailing of such notice and the making of such deposit, all shares so called for redemption shall no longer be deemed to be outstanding for any purpose whatsoever and the right to receive dividends thereon and all rights of the holders of such shares in or with respect to such shares of the Corporation shall forthwith cease and terminate, except only the right of the holders thereof to receive from such bank or trust company the amount payable upon redemption together with all accrued but unpaid dividends to the date fixed for redemption, without interest, upon the surrender of the certificates representing the shares to be redeemed, and the right to exercise privileges of conversion, if any, on or before the date fixed for redemption or such earlier date as may be fixed for the expiration thereof.

Any funds so deposited by the Corporation which shall not be required for such redemption because of the exercise of any right of conversion subsequent to the time of such deposit shall be released and repaid to the Corporation upon its request. Any funds so deposited and unclaimed at the end of five (5) years (or such shorter period as shall be provided by law) after the date fixed for redemption shall be released and repaid to the Corporation, after which holders of the shares called for redemption shall no longer look to the said bank or trust company but shall look only to the Corporation, or to others, as the case may be, for payment of any lawful claim for such funds which the holders of said shares may still have. Any interest accrued on funds so deposited shall be paid to the Corporation from time to time.

(4) Reissue of Shares. Shares of the Preferred Stock which shall have been converted, redeemed, purchased or otherwise acquired by the Corporation, whether through the operation of a sinking fund or otherwise, shall be retired and restored to the status of authorized but unissued shares.

(5) Liquidation. In the event of liquidation, dissolution or winding up (whether voluntary or involuntary) of the Corporation, the holders of shares of Preferred Stock shall be entitled to be paid the full amount payable on such shares upon the liquidation, dissolution or winding up of the Corporation fixed by the Board of Directors with respect to such shares as provided in subparagraph (d) of paragraph (1), above, before any amount shall be paid to the holders of the Common Stock or Class A Common Stock. After payment to holders of the Preferred Stock of the full preferential amounts to which they are entitled, the remaining assets of the Corporation shall be distributed ratably among the holders of the Common Stock and Class A Common Stock.

(6) Designation of Rights and Preferences of Class A Common Stock. Except as expressly set forth in clauses (a) and (b) below, the Class A Common Stock shall be identical in all respects to the Common Stock.

(a) Voting Rights and Distributions. Shares of Class A Common Stock shall not be entitled to vote on any matter or to participate in any dividend or other distribution payable with respect to the Common Stock.

(b) Conversion of Class A Common Stock. At 12:01 a.m. New York City Time on the first day following the Closing Date (as defined in the Investment Agreement, dated as of April 3, 2007, among Marshall & Ilsley Corporation, Metavante Corporation, Montana Merger Sub Inc. and WPM, L.P.), each outstanding share of Class A Common Stock shall automatically convert into one share of Common Stock, without any action by any of the Corporation, the Board of Directors of the Corporation, the holders of Common Stock or Class A Common Stock or any other person, and the Corporation shall not be required to notify any person that such conversion has been effective. At such conversion time, the rights of any holder with respect to shares of converted Class A Common Stock shall cease and such holder shall be deemed to have become the holder of an equivalent number of shares of Common Stock. Promptly upon surrender to the Corporation of a certificate or certificates for shares of converted Class A Common Stock, the Corporation shall issue and deliver, in accordance with the surrendering holder’s instructions, the certificate or certificates for Common Stock issuable upon such conversion.

ARTICLE IV

Except as set forth in any agreement between the Corporation and any such holder, no holder of any stock of the Corporation shall have any preemptive or other subscription rights nor be entitled, as of right, to purchase or subscribe for any part of the unissued stock of the Corporation or any of additional stock issued by reason of any increase of authorized capital stock of the Corporation or other securities whether or not convertible into stock of the Corporation.

ARTICLE V

The address of the registered office of the Corporation is 8040 Excelsior Drive, Suite 200, Madison, Wisconsin 53717 and the name of its registered agent at such address is C T Corporation System.

ARTICLE VI

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors. The number of directors (exclusive of directors, if any, elected by the holders of one or more series of Preferred Stock, voting separately as a series pursuant to the provisions of these Restated Articles of Incorporation applicable thereto) shall be not less than three directors, the exact number of directors to be determined from time to time by resolution adopted by an affirmative vote of a majority of the directors then in office. No decrease in the number of directors shall shorten the term of any incumbent director.

A director shall hold office until the next annual meeting of shareholders and until his or her successor shall be elected and shall qualify. Any newly created directorship resulting from an increase in the number of directors and any other vacancy on the Board of Directors, however caused, shall be filled by vote of a majority of the directors then in office, although less than a quorum (or by a sole remaining director), and if there are no directors then in office by a vote of the shareholders. Any director so elected to fill any vacancy in the Board of Directors, including a vacancy created by an increase in the number of directors, shall hold office until the next annual meeting of shareholders and until his or her successor shall be elected and shall qualify. Notwithstanding the foregoing, any vacancy in a director position elected by the holders of one or more series of preferred stock, voting separately as a series, shall be filled by vote of such shareholders.

Exclusive of directors, if any, elected by the holders of one or more series of Preferred Stock, voting separately as a series pursuant to the provisions of these Restated Articles of Incorporation applicable thereto, no director of the Corporation may be removed from office except for Cause and by the affirmative vote of a majority of the votes entitled to be cast by all outstanding shares of capital stock of the Corporation entitled to vote at a meeting of shareholders duly called for such purpose. As used in this Article VI, the term “Cause” shall mean solely malfeasance arising from the performance of a director’s duties which has a materially adverse effect on the business of the Corporation.

No person, except those nominated by or at the direction of the Board of Directors, shall be eligible for election as a director at any annual or special meeting of shareholders unless a

written request, in the form and within the applicable notice period established by the Corporation's By-laws, is received from a shareholder of record by the Secretary of the Corporation. Where such a request for nomination and such consent have been timely received, but such nominee is unable or declines to serve, the person who placed the individual's name in nomination may request that an alternative name be placed in nomination at the meeting.

Notwithstanding the foregoing, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately by series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of these Restated Articles of Incorporation applicable thereto. During the prescribed terms of office of such directors the Board of Directors shall consist of such directors in addition to the number of directors determined as provided in the first paragraph of this Article VI.

ARTICLE VII

The period of existence of the Corporation shall be perpetual.

ARTICLE VIII

Notwithstanding any other provision of these Restated Articles of Incorporation or the Corporation's By-Laws (and notwithstanding the fact that some lesser percentage may be specified by law, these Restated Articles of Incorporation or the Corporation's By-Laws), the Corporation's By-Laws may be amended, altered or repealed, and new By-Laws may be enacted, only by the affirmative vote of not less than a majority of the votes entitled to be cast by all outstanding shares of capital stock of the Corporation entitled to vote at a meeting of shareholders duly called for such purpose, or by a vote of not less than a majority of the entire Board of Directors then in office.

ARTICLE IX

These Restated Articles of Incorporation supersede and take the place of the heretofore existing Articles of Incorporation of the Corporation and any amendments thereto.

The undersigned officer of Metavante Holding Company hereby certifies that the foregoing amendment and restatement of the Articles of Incorporation of said corporation contains amendments to the Articles of Incorporation requiring shareholder approval, and was duly adopted by the Board of Directors and shareholders of the corporation on October 25, 2007 in accordance with Section 180.1003 of the WBCL.

Executed in duplicate this 26th day of October 2007.

METAVANTE HOLDING COMPANY

By: /s/ Randall J. Erickson
Randall J. Erickson
Vice President and Secretary

This instrument was drafted by:

Conrad G. Goodkind
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

Exhibit 3.2

AMENDED AND RESTATED BY-LAWS
METAVANTE TECHNOLOGIES, INC.

ARTICLE 1. OFFICES

1.1. Principal and Other Offices. The principal office of Metavante Technologies, Inc., a Wisconsin corporation (the "Corporation"), shall be located at any place either within or outside the State of Wisconsin as shall be designated in the Corporation's most recent annual report filed with the Wisconsin Department of Financial Institutions. The executive offices of the Corporation shall be located at its principal office. The Corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

1.2. Registered Office. The registered office of the Corporation required by the Wisconsin Business Corporation Law (the "WBCL") to be maintained in the State of Wisconsin may be, but need not be, the same as any of its places of business within the State of Wisconsin. The registered office may be changed from time to time as provided in Section 180.0502 of the WBCL or any successor thereto.

ARTICLE 2. SHAREHOLDERS

2.1. Annual Meeting. The annual meeting of shareholders shall be held on the fourth Wednesday in the month of May in each year at 10 A.M., or at such other time and/or date as shall be fixed by the Secretary of the Corporation or the Board of Directors, for the purposes of electing directors and for the transaction of such other business as may have been properly brought before the meeting in compliance with the provisions of Section 2.5 of the By-laws. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding Business Day.

2.2. Special Meetings.

(a) Except as otherwise provided by the WBCL and subject to the rights of the holders of any class or series of capital stock having a preference over the common stock as to dividends or upon liquidation, special meetings of shareholders of the Corporation may be called only by the Chief Executive Officer or the President of the Corporation pursuant to a resolution approved by not less than a majority of the Board of Directors and shall be called by the Board of Directors upon the demand, in accordance with this Section 2.2, of the holders of record of shares representing at least 10% of all the votes entitled to be cast on any issue proposed to be considered at the special meeting.

(b) In order that the Corporation may determine the shareholders entitled to demand a special meeting, the Board of Directors may fix a record date to determine the shareholders entitled to make such a demand (the "Demand Record Date"). The Demand Record Date shall not precede the date upon which

the resolution fixing the Demand Record Date is adopted by the Board of Directors and shall not be more than 10 days after the date upon which the resolution fixing the Demand Record Date is adopted by the Board of Directors. Any shareholder of record seeking to have shareholders demand a special meeting shall, by sending written notice to the Secretary of the Corporation by hand or by certified or registered mail, return receipt requested, request the Board of Directors to fix a Demand Record Date. The Board of Directors shall promptly, but in all events within 10 days after the date on which a valid request to fix a Demand Record Date is received, adopt a resolution fixing the Demand Record Date and shall make a public announcement of such Demand Record Date. If no Demand Record Date has been fixed by the Board of Directors within 10 days after the date on which such request is received by the Secretary of the Corporation, the Demand Record Date shall be the 10th day after the first day on which a valid written request to set a Demand Record Date is received by the Secretary of the Corporation. To be valid, such written request shall set forth the purpose or purposes for which the special meeting is to be held, shall be signed by one or more shareholders of record (or their duly authorized proxies or other representatives), shall bear the date of signature of each such shareholder (or proxy or other representative) and shall set forth the following information about each such shareholder and about the beneficial owner or owners, if any, on whose behalf the request is made: (i) the name and address, as they appear on the Corporation's books, of such shareholder(s) and the beneficial owner or owners, if any, (ii) a representation that the shareholder is a shareholder of record and will remain such through the record date for the meeting and that the shareholder intends to appear in person or by proxy at such meeting, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by such shareholder(s) and the beneficial owner or owners and (iv) such other information regarding each proposal made by such shareholder as would be required to be included in a proxy statement filed pursuant to the then current proxy rules of the Securities and Exchange Commission with respect to such proposals.

(c) In order for a shareholder or shareholders to demand a special meeting, a written demand or demands for a special meeting by the holders of record as of the Demand Record Date of shares representing at least 10% of all the votes entitled to be cast on any issue proposed to be considered at the special meeting, calculated as if the Demand Record Date were the record date for the special meeting, must be delivered to the Corporation. To be valid, each written demand by a shareholder for a special meeting shall (i) set forth the specific purpose or purposes for which the special meeting is to be held (which purpose or purposes shall be limited to the purpose or purposes set forth in the written request to set a Demand Record Date received by the Corporation pursuant to paragraph (b) of this Section 2.2), (ii) shall be signed by one or more persons who as of the Demand Record Date are shareholders of record (or their duly authorized proxies or other representatives), (iii) shall bear the date of signature of each such shareholder (or proxy or other representative), (iv) shall set forth the following information about each such shareholder and about the beneficial owner or owners, if any, on whose behalf the request is made: (A) the name and address, as they appear on the Corporation's books, of such shareholder(s) and the beneficial

owner or owners, if any, and (B) the class and number of shares of capital stock of the Corporation which are beneficially owned by such shareholder(s) and the beneficial owner or owners, and (v) shall be sent to the Secretary of the Corporation by hand or by certified or registered mail, return receipt requested, and shall be received by the Secretary of the Corporation within 70 days after the Demand Record Date.

(d) The Corporation shall not be required to call a special meeting upon shareholder demand unless, in addition to the documents required by paragraph (c) of this Section 2.2, the Secretary of the Corporation receives a written agreement signed by each Soliciting Shareholder (as defined below), pursuant to which each Soliciting Shareholder, jointly and severally, agrees to pay the Corporation's costs of holding the special meeting, including the costs of preparing and mailing proxy materials for the Corporation's own solicitation, provided that if each of the resolutions introduced by any Soliciting Shareholder at such meeting is adopted, and each of the individuals nominated by or on behalf of any Soliciting Shareholder for election as director at such meeting is elected, then the Soliciting Shareholders shall not be required to pay such costs. For purposes of this paragraph (d), the following terms shall have the following meanings:

(1) "Affiliate" shall have the meaning assigned to such term in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(2) "Participant" shall have the meaning assigned to such term in Rule 14a-12 promulgated under the Exchange Act.

(3) "Person" means any individual, firm, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity.

(4) "Proxy" shall have the meaning assigned to such term in Rule 14a-1 promulgated under the Exchange Act.

(5) "Solicitation" shall have the meaning assigned to such term in Rule 14a-1 promulgated under the Exchange Act.

(6) "Soliciting Shareholder" shall mean, with respect to any special meeting demanded by a shareholder or shareholders, each of the following Persons:

(i) if the number of shareholders signing the demand or demands for a meeting delivered to the Corporation pursuant to paragraph (c) of this Section 2.2 is 10 or fewer, each Person signing any such demand; or

(ii) if the number of shareholders signing the demand or demands for a meeting delivered to the Corporation pursuant to paragraph (c) of this Section 2.2 is more than 10, each Person who either (I) was a Participant in any Solicitation of such demand or demands or (II) at the time of the delivery to the Corporation of the documents described in paragraph (c) of this Section 2.2, had engaged or intended to engage in any Solicitation of Proxies for use at such special meeting (other than a Solicitation of Proxies on behalf of the Corporation).

A "Soliciting Shareholder" shall also mean each Affiliate of a Soliciting Shareholder described in clause (i) or (ii) above who is a member of such Soliciting Shareholder's "group" for purposes of Rule 13d-5(b) under the Exchange Act, and any other Affiliate of such a Soliciting Shareholder, if a majority of the directors then in office determine, reasonably and in good faith, that such Affiliate should be required to sign the written notice described in paragraph (c) of this Section 2.2 and/or the written agreement described in this paragraph (d) in order to prevent the purposes of this Section 2.2 from being evaded.

(e) Except as provided in the following sentence, any special meeting shall be held at such hour and day as may be designated by the Board of Directors. In the case of any special meeting called by the Board of Directors upon the demand of shareholders (a "Demand Special Meeting"), the date of the Demand Special Meeting shall be not more than 70 days after the record date of such special meeting as determined in accordance with Section 2.7 of these By-laws; provided, that, in the event that the directors then in office fail to designate an hour and date for a Demand Special Meeting within 10 days after the date that valid written demands for such meeting by the holders of record as of the Demand Record Date of shares representing at least 10% of all the votes entitled to be cast on any issue proposed to be considered at the special meeting, calculated as if the Demand Record Date were the record date for the special meeting, are delivered to the Corporation (the "Delivery Date"), then such meeting shall be held at 10:00 a.m. (local time) on the 100th day after the Delivery Date or, if such 100th day is not a Business Day, on the first preceding Business Day. In fixing a meeting date for any special meeting, the Board of Directors may consider such factors as it deems relevant within the good faith exercise of its business judgment, including, without limitation, the nature of the action proposed to be taken, the facts and circumstances surrounding any demand for such meeting, and any plan of the Board of Directors to call an annual meeting or a special meeting.

(f) The Corporation may engage independent inspectors of elections to act as an agent of the Corporation for the purpose of promptly performing a ministerial review of the validity of any purported written demand or demands for a special meeting received by the Secretary of the Corporation. For the purpose of permitting the inspectors to perform such review, no purported demand shall be deemed to have been delivered to the Corporation until the earlier of (i) 5 Business Days following receipt by the Secretary of the Corporation of such purported demand and (ii) such date as the independent inspectors certify to the

Corporation that the valid demands received by the Secretary of the Corporation represent at least 10% of all the votes entitled to be cast on each issue proposed to be considered at the special meeting calculated as if the Demand Record Date were the record date for the special meeting. Nothing contained in this paragraph shall in any way be construed to limit the ability of the Board of Directors or any shareholder to contest the validity of any demand, whether during or after such 5 Business Day period, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto).

(g) For purposes of these By-laws, "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Wisconsin are authorized or obligated by law or executive order to close.

2.3. Place of Meeting. The Board of Directors, Chief Executive Officer or President may designate any place, within or without the State of Wisconsin, as the place of meeting for the annual meeting or for any special meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation. Any meeting adjourned in accordance with these By-laws shall reconvene at any place designated by the chairman of the meeting or by a vote of a majority of the shares represented at the meeting, even if less than a quorum.

2.4. Notice of Meeting. The Corporation shall notify shareholders of the date, time and place of each annual and special shareholders' meeting not less than ten nor more than 70 days before the date of the meeting. In the event of any Demand Special Meeting, notice of such meeting shall be sent prior to the later of (x) two days after the record date of such Demand Special Meeting and (y) 30 days after the Delivery Date. Notice of a special meeting shall include a description of each purpose for which the meeting is called. Notice of the meeting shall be given only to those shareholders entitled to vote at the meeting, unless otherwise required by the law. Notice may be communicated in person, by telephone, telegraph, teletype, facsimile or other forms of wire or wireless communication, by mail or private carrier, or by electronic transmission. Written notice, which includes notice by electronic transmission, to a shareholder shall be deemed to be effective on the earlier of: (a) the date received; (b) the date it is deposited in the United States mail when addressed to the shareholder's address shown in the Corporation's current record of shareholders, with postage prepaid; (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; (d) the date sent, if transmitted by telegraph, teletype, facsimile or other form of wire or wireless communication; (e) the date delivered to a courier or deposited in a designated receptacle, if sent by private carrier, when addressed to the shareholder's address shown in the Corporation's current record of shareholders; or (f) when electronically transmitted to the shareholder in a manner authorized by the shareholder.

2.5. Advance Notice of Shareholder-Proposed Business at Annual Meetings. At an annual meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given in accordance with Section 2.4 of these By-laws, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, the Chief Executive Officer or the President, or (c) otherwise properly brought before the meeting by a shareholder. In addition to any other

applicable requirements for business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice of such business in writing to the Secretary of the Corporation. To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation, not less than 90 days prior to the anniversary date of the annual meeting of shareholders in the immediately preceding year. A shareholder's notice to the Secretary of the Corporation shall set forth as to each matter the shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of the shareholder proposing such business, and the beneficial owner or owners, if any, on whose behalf the proposal is made, (iii) a representation that the shareholder is a shareholder of record and will remain such through the record date for the meeting and that the shareholder intends to appear in person or by proxy at such meeting to move the consideration of the business set forth in the notice, (iv) the class and number of shares of the Corporation which are beneficially owned by the shareholder and the beneficial owner or owners on whose behalf the proposal is made, and (v) any material interest of the shareholder in such business. In addition, any such shareholders shall be required to provide such further information as may be requested by the Corporation in order to comply with federal securities laws, rules and regulations.

Notwithstanding anything contained in these By-laws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section 2.5; provided, however, that nothing in this Section 2.5 shall be deemed to preclude discussion by any shareholder of any business properly brought before the annual meeting in accordance with said procedure.

The chairman of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 2.5, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.6. Procedure for Nomination of Directors. Only persons nominated in accordance with the following procedures shall be eligible for election as directors, except as may otherwise be provided by the terms of the Corporation's Restated Articles of Incorporation (the "Articles") with respect to the rights of holders of any class or series of preferred stock to elect directors under specified circumstances. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of shareholders by or at the direction of the Board of Directors, by any nominating committee or persons appointed by the Board, or by any shareholder of the Corporation entitled to vote for election of directors at the meeting who complies with the notice procedures set forth in this Section 2.6.

Nominations other than those made by or at the direction of the Board of Directors or any nominating committee or persons appointed by the Board shall be made pursuant to timely notice in proper written form to the Secretary of the Corporation. To be timely, a shareholder's request to nominate a person for election to the Board of Directors, together with the written consent of such person to serve as a director, must be received by the Secretary of the Corporation not less than 90 days prior to the anniversary date of the annual meeting of shareholders in the immediately preceding year. To be in proper written form, such

shareholder's notice shall set forth in writing (a) as to each person whom the shareholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by such person, (iv) a description of all arrangements and understandings between the shareholder or beneficial owner or owners on whose behalf the nomination is made and each proposed nominee and any person or persons (naming such person or persons) pursuant to which the intended nomination or nominations are to be made by the shareholder, and (v) such other information relating to such person as is required to be disclosed in solicitations of proxies for election of directors, or as otherwise required, in each case pursuant to Regulation 14A promulgated under the Exchange Act; and (b) as to the shareholder giving the notice, (i) the name and address, as they appear on the Corporation's books, of such shareholder and the beneficial owner or owners, if any, on whose behalf the nomination is made, (ii) a representation that the shareholder is a shareholder of record and will remain such through the record date for the meeting and that the shareholder intends to appear in person or by proxy at such meeting to make the nomination(s) set forth in the notice, and (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by such shareholder and the beneficial owner or owners on whose behalf the nomination is made. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No persons shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein and in the Articles. The chairman of any meeting of shareholders shall, if the facts so warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by the Articles and these By-laws; and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination(s) shall be disregarded.

2.7. Fixing of Record Date. For the purpose of determining any voting group entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive any distribution or dividend from the Corporation, or in order to determine those shareholders entitled to take any other action authorized by these By-laws or the WBCL, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders. Such record date shall not be more than 70 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. In the case of any Demand Special Meeting, (i) the record date for such special meeting shall be not later than the 30th day after the Delivery Date and (ii) if the Board of Directors fails to fix the record date of such special meeting within 30 days after the Delivery Date, then the close of business on such 30th day shall be the record date for such special meeting, and the shareholders of record on such record date shall be the shareholders entitled to notice of and to vote at the meeting. If no record date is so fixed for the determination of shareholders entitled to notice of, or to vote at a meeting of shareholders, or shareholders entitled to receive a dividend or any other distribution, the record date for determination of such shareholders shall be at the close of business on:

(a) with respect to an annual shareholders' meeting or any special shareholders' meeting called by the Board of Directors or any person specifically authorized by these By-laws to call a meeting, the day before the first notice is given to shareholders;

(b) with respect to the payment of a dividend, the date the Board of Directors authorizes the dividend; and

(c) with respect to any other distribution to shareholders, other than one involving a repurchase or reacquisition of shares, the date the Board of Directors authorizes the distribution.

When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made as provided in this section, such determination shall be applied to any adjournment thereof unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

2.8. Shareholders' List. After fixing a record date for a meeting of shareholders, the Corporation shall prepare a list of the names of all its shareholders who are entitled to notice of a shareholders' meeting. The list shall be arranged by class or series of shares and show the address of and the number of shares held by each shareholder. The shareholder list shall be available for inspection by any shareholder beginning two Business Days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A shareholder, or his or her agent or attorney, is entitled, on written demand, to inspect and to copy the list during regular business hours and at his or her expense, during the period it is available for inspection, provided the shareholder, or his or her agent or attorney, demonstrates to the satisfaction of the Corporation he or she satisfies the requirements of the WBCL. The Corporation shall make the shareholders' list available at the meeting and shall be subject to the inspection of any shareholder, or his or her agent or attorney, during the time of the meeting or any adjournment thereof. Refusal or failure to prepare or make available the shareholders' list shall not affect the validity of any action taken at such meeting.

2.9. Quorum; Votes. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles or the WBCL provides otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

If the Articles or the WBCL provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter.

Once a share is represented for any purpose at a meeting, other than for the purpose of objecting to holding the meeting or transacting business at the meeting, it is deemed present for purposes of determining whether a quorum exists for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. If a quorum exists, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles or the WBCL requires a greater number of affirmative votes provided, however, that unless otherwise provided in the Articles, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

2.10. Proxies. At all meetings of shareholders, a shareholder entitled to vote may authorize another person to act for the shareholder by appointing the person as proxy. A shareholder or the shareholder's authorized officer, director, employee, agent, or attorney-in-fact may use any of the following means to appoint a proxy:

(a) In writing by signing or causing the shareholder's signature to be affixed to an appointment form by any reasonable means, including, but not limited to, by facsimile signature.

(b) By transmitting or authorizing the transmission of an electronic transmission of the appointment to the person who will be appointed as proxy or to a proxy solicitation firm, proxy support service organization or like agent authorized to receive the transmission by the person who will be appointed as proxy.

(c) By any other means permitted by the WBCL.

Such proxy shall be filed with the Secretary of the Corporation, in the form of a signed appointment form or an electronic transmission of the appointment, before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

2.11. Voting Shares Owned by the Corporation. Shares of the Corporation belonging to it shall not be voted directly or indirectly at any meeting of shareholders and shall not be considered in determining whether a quorum exists or for any other purpose relating to the voting of shares. Notwithstanding the foregoing, shares held by the Corporation in a fiduciary capacity are outstanding shares and may be voted and shall be considered in any such determination.

2.12. Shares in the Name of Another Corporation or a Trustee. Shares issued in the name of another corporation may be voted by the president of such corporation, or any other officer or proxy appointed by such president in the absence of express written notice to the Corporation of the designation of some other person by the board of directors or by-laws of such other corporation. Shares in the name of a trustee shall be voted in the manner designated by a majority of the trustees or their proxy unless a greater concurrence of trustees is required by the trust, of which the Corporation shall have actual notice.

2.13. Adjournments/Postponement. An annual or special meeting of shareholders may be adjourned by a vote of a majority of the shares represented at the meeting entitled to vote in the election of directors, even if less than a quorum, or by the chairman of the annual or special meeting of the shareholders; provided, however, that an adjourned Demand Special Meeting shall be reconvened on or before the 100th day following the Delivery Date. Upon being reconvened, the adjourned meeting shall be deemed to be a continuation of the initial meeting. A quorum will be deemed present if a quorum of shares was represented at the initial meeting and any business that could be conducted at the initial meeting may be considered at the adjourned meeting. A meeting may be adjourned at any time, including after action on one or

more matters, and for any purpose, including, but not limited to, allowing additional time to solicit votes on one or more matters, to disseminate additional information to shareholders or to count votes; provided, however, that an adjourned Demand Special Meeting shall be reconvened on or before the 100th day following the Delivery Date. Notice is not required for an adjourned meeting if the date, time and place of the adjournment are announced at the meeting before adjournment. If a new record date for an adjourned meeting is fixed, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date. Only those shares entitled to vote at the initial meeting will be entitled to vote at the adjourned meeting. The Board of Directors acting by resolution may postpone and reschedule any previously scheduled annual meeting or special meeting; provided, however, that a Demand Special Meeting shall not be postponed beyond the 100th day following the Delivery Date.

2.14. Polling. In the discretion of the chairman of an annual or special meeting of shareholders, polls may be closed at any time after commencement of the meeting. When there are several matters to be considered at a meeting, the polls may remain open during the meeting as to any or all matters to be considered, as the chairman may declare. Polls will remain open as to matters to be considered at any adjournment of the meeting unless the chairman declares otherwise. At the discretion of the chairman, the polls may remain open after adjournment of a meeting for not more than 72 hours for the purpose of collecting proxies and counting votes. All votes submitted prior to the announcement of the results of the balloting shall be valid and counted. The results of balloting shall be final and binding after announcement of such results.

2.15 Chairman of Meetings. The Chairman of the Board or, in his or her absence or inability or refusal to act, the Chief Executive Officer shall preside at all meetings of the shareholders.

ARTICLE 3. BOARD OF DIRECTORS

3.1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitations set forth in the Articles.

3.2. Number, Tenure and Qualifications. As provided for in the Articles, the number of directors (exclusive of directors, if any, elected by the holders of one or more series of preferred stock, voting separately as a series pursuant to the provisions of the Articles applicable thereto) shall not be less than three directors, the exact number of directors to be determined from time to time by resolution adopted by an affirmative vote of a majority of the directors then in office. A director shall hold office until the next annual meeting of shareholders and until his or her successor shall be duly elected and shall qualify. Directors need not be residents of the State of Wisconsin or shareholders of the Corporation. No person shall be eligible to be elected a director at any meeting of shareholders held on or after the date he or she attains age seventy-two (72). The Board of Directors, at its discretion, may waive the age limitation or establish a greater age from time to time.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of preferred stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of shareholders, the election,

term of office, filling of vacancies and other features of such directorships shall be governed by the terms of the Articles applicable thereto. During the prescribed terms of office of such directors, the Board of Directors shall consist of such directors in addition to the number of directors determined as provided in the first paragraph of this Section 3.2.

3.3. Regular Meetings. A regular meeting of the Board of Directors shall be held, without other notice, immediately after and at the same place as the annual meeting of shareholders, and each adjourned session thereof. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

3.4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, President, Secretary or a majority of the members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place either within or without the State of Wisconsin as the place for holding any special meeting of the Board of Directors called by them.

3.5. Notice. Notice of meetings of the Board of Directors may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication or by mail or private carrier. Notice of meetings, except the regular annual meeting or additional regular meetings as provided in Section 3.3, shall be given at least 48 hours prior to the time set for the meeting if communicated orally or by telegraph, teletype, facsimile, other form of wire or wireless communication or by electronic transmission, and at least 5 days prior to the date set for the meeting if communicated by any other means. Written notice, which includes notice by electronic transmission, shall be deemed effective and given on the earlier of: (a) when received; (b) 2 days after the date it is deposited in the United States mail, with postage prepaid, when addressed to the director at an address designated by him or her to receive such notice or, in the absence of such designation, at his or her business or home address as they appear in the Corporation's records; (c) the date and time sent, if transmitted by telegraph, teletype, facsimile or other form of wire or wireless communication when sent to the director at a location designated by the director to receive such notice or, in the absence of such designation, at his or her business or home as those locations appear in the Corporation's records; (d) the date delivered to a courier or deposited in a designated receptacle, if sent by private carrier, when addressed to the director at an address designated by him or her to receive such notice or, in the absence of such designation, at his or her business or home address as it appears in the Corporation's records; or (e) when electronically transmitted. Oral notice shall be deemed effective when communicated. Whenever any notice whatever is required to be given to any director of the Corporation under these By-laws, the Articles or under the provisions of any statute, a waiver thereof in writing, signed at any time whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to timely notice. A director's attendance at, or participation in, a meeting waives any required notice unless the director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

3.6. Quorum; Votes. A majority of the number of directors specified in or fixed in accordance with Section 3.2 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than such quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The affirmative vote of a majority of directors present shall be the act of the Board of Directors, or a committee of the Board of Directors created under Section 3.11, unless the Articles or these By-laws require the vote of a greater number of directors.

3.7. Removal and Resignation. Exclusive of directors, if any, elected by the holders of one or more series of preferred stock, voting separately as a series pursuant to the provisions of the Articles applicable thereto, no director of the Corporation may be removed from office except for "Cause" and by the affirmative vote of a majority of the votes entitled to be cast by all outstanding shares of capital stock of the Corporation entitled to vote at a meeting of shareholders duly called for such purpose. As used in this Section 3.7, the term "Cause" shall mean solely malfeasance arising from the performance of a director's duties which has a materially adverse effect on the business of the Corporation. A director may resign at any time by delivering written notice to the Board of Directors, Chairman of the Board or to the Corporation.

3.8. Vacancies. Any vacancy on the Board of Directors, however caused, including, without limitation, any vacancy resulting from an increase in the number of directors, shall be filled by the vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and if there are no directors then in office by vote of the shareholders. Any director so elected to fill any vacancy on the Board of Directors, including a vacancy created by an increase in the size of the Board of Directors, shall hold office until the next annual meeting of shareholders and until his or her successor shall be elected and shall qualify. Notwithstanding the foregoing, any vacancy in a director position elected by the holders of one or more series of preferred stock, voting separately as a series, shall be filled by vote of such shareholders.

3.9. Compensation. The Board of Directors, by affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all directors for services to the Corporation as directors or otherwise, or may delegate such authority to an appropriate committee.

3.10. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless: (a) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding the meeting or transacting business at the meeting; or (b) the director dissents or abstains from an action taken and minutes of the meeting are prepared that show the director's dissent or abstention from the action taken; or (c) the director delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting; or (d) the director dissents or abstains from an action taken, minutes of the meeting are prepared that fail to show the director's dissent or abstention from the action taken and the director delivers to the Corporation a written notice of that failure promptly after receiving the minutes. Such right to dissent shall not apply to a director who voted in favor of such action.

3.11. Committees. The Board of Directors may designate one or more committees, each committee to consist of two or more directors elected by the Board of Directors. The Board of Directors may elect one or more of its members as alternate members of any such committee and such alternate member may take the place of any absent member or members at any meeting of such committee upon request of the Chairman of the Board or upon request of the chairman of such meeting. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board of Directors which are within the scope of the committee's assigned responsibilities or which the Board of Directors otherwise specifically confers upon such committee; provided, however, that no committee of the Board may do any of the following:

(a) approve or propose to shareholders action that the WBCL requires be approved by shareholders; or

(b) adopt, amend, or repeal these By-laws.

3.12. Informal Action Without Meeting. Any action required or permitted by the Articles or these By-laws or any provision of law to be taken by the Board of Directors or a committee at a meeting may be taken without a meeting if the action is taken by all members of the Board of Directors. The action shall be evidenced by one or more written consents describing the action taken, signed by each director and retained by the Corporation.

3.13. Telephonic Meetings. Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication which allows all directors participating to simultaneously hear each other during the meeting. In the case of any such meeting all participating directors must be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by this means is deemed to be present in person at the meeting.

3.14 Chairman of Meetings. The Board of Directors shall appoint one of its members to serve as the Chairman of the Board. The Chairman of the Board or, in his or her absence or inability or refusal to act, the Chief Executive Officer shall preside at all meetings of the Board of Directors.

ARTICLE 4. OFFICERS

4.1. Number. The principal officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, any one or more of whom may be designated as Executive Vice President, and a Secretary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

4.2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

4.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not in and of itself create contract rights.

4.4. Vacancies. A vacancy in any principal office occurring for any reason shall be filled by the Board of Directors for the unexpired portion of the term as soon as reasonably practicable at the convenience of the Board.

4.5. Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall have general supervision and control of the business and affairs of the Corporation and its officers. The Chief Executive Officer shall have the authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as the Chief Executive Officer deems necessary, prescribe their powers, duties and compensation, and delegate authority to them. Such agents and employees shall hold offices at the discretion of the Chief Executive Officer. The Chief Executive Officer shall have authority to sign, execute and acknowledge, on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business or which shall be authorized by the Board of Directors. Except as otherwise provided by the WBCL or the Board of Directors, the Chief Executive Officer may authorize any other officer or agent of the Corporation to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, the Chief Executive Officer shall have all authority and perform all duties incident to the office of the chief executive officer and such other duties as may be prescribed by the Board of Directors from time to time.

4.6. President. In the absence of the Chief Executive Officer or in the event of his or her death, inability or refusal to act, the President shall perform the duties of the Chief Executive Officer, and when so acting shall have all the powers and duties of the Chief Executive Officer. In addition, the President shall be responsible for the administration and management of the areas of the business and affairs of the Corporation assigned to him or her from time to time by the Board of Directors or the Chief Executive Officer.

4.7. Vice Presidents. One or more of the Vice Presidents may be designated as Executive Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice Presidents in the order designated at the time of their election (or in the absence of any designation, then in the order of their appointment), shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign with the Secretary or Assistant Secretary certificates for shares of the Corporation and shall perform such other duties as from time to time may be assigned to him or her by the Chief Executive Officer, the President or the Board of Directors.

4.8. Secretary. The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by the WBCL; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder or delegate that responsibility to a stock transfer agent; (e) sign with the Chief Executive Officer, President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; and (f) in general have all authority and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chief Executive Officer, the President, or by the Board of Directors.

4.9. Assistant Secretaries. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the Chief Executive Officer, President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries, in general, shall have such authority and perform such duties as shall be assigned to them by the Secretary, the Chief Executive Officer, the President, or the Board of Directors.

4.10. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors or a committee authorized by the Board to fix the same and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation or a member of such a committee.

4.11. Voting of Stock in Other Corporations. The Board of Directors by resolution shall from time to time designate one or more persons who shall vote all stock held by this Corporation in any other corporation, banking corporation or banking association. Such resolution may designate such persons in the alternative and may empower them to execute proxies to vote in their stead. Where time permits, however, the manner in which such shares shall be voted shall be determined by the Board of Directors of this Corporation or the appropriate committee thereof while the Board is not in session.

ARTICLE 5. CERTIFICATES FOR SHARES AND THEIR TRANSFER

5.1. Certificates for Shares. Subject to the requirements of the WBCL, certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed, either manually or by facsimile, by the Chief Executive Officer, the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in the case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors or the Secretary may prescribe.

5.2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares.

5.3. Stock Regulations. The Board of Directors shall have the power and authority to make all such further rules and regulations not inconsistent with the WBCL as they may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation, including the appointment or designation of one or more stock transfer agents and one or more stock registrars.

5.4. Shares Without Certificates. Subject to the requirements of the WBCL, the Board of Directors of the Corporation may authorize the issuance of any shares of any of its classes or series without certificates. The authorization does not affect shares already represented by certificates until the certificates are surrendered to the Corporation.

ARTICLE 6. INDEMNIFICATION

6.1. Indemnity of Officers and Directors.

(a) Definitions to Indemnification and Insurance Provisions.

(1) "Director, Officer or Employee" means any of the following: (i) a natural person who, is or was a director, officer or employee of the Corporation; (ii) a natural person who, while a director, officer or employee of the Corporation, is or was serving either pursuant to the Corporation's specific request or as a result of the nature of such person's duties to the Corporation as a director, officer, partner, trustee, member of any governing or decision making committee or employee of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise; (iii) a natural person who, while a director, officer or employee of the Corporation, is or was serving an employee benefit plan because his or her duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) unless the context requires otherwise, the estate or personal representative of a director, officer or employee.

(2) "Liability" means the obligation to pay a judgment, penalty, assessment, forfeiture or fine, including an excise tax assessed with respect to an employee benefit plan, the agreement to pay any amount in settlement of a Proceeding (whether or not approved by a court order), and reasonable expenses and interest related to the foregoing.

(3) "Party" means a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a Proceeding.

(4) "Proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal (including but not limited to any act or failure to act alleged or determined to have been negligent, to have violated the Employee Retirement Income Security Act of 1974, or which involves foreign, federal, state or local law and which is brought by or in the right of the Corporation or by any other person or entity, to which the Director, Officer or Employee was a party because he or she is a Director, Officer or Employee.

(5) "Expenses" means all reasonable fees, costs, charges, disbursements, attorneys' fees and any other expenses incurred in connection with the Proceeding.

(b) Indemnification of Officers, Directors and Employees.

(1) The Corporation shall indemnify a Director, Officer or Employee to the extent he or she has been successful on the merits or otherwise in the defense of any Proceeding, for all reasonable Expenses.

(2) In cases not included under subsection (1), the Corporation shall indemnify a Director, Officer or Employee against Liability and Expenses incurred by such person in a Proceeding unless it shall have been proven by final judicial adjudication that such person breached or failed to perform a duty owed to the Corporation which constituted:

(i) a willful failure to deal fairly with the Corporation or its shareholders in connection with a matter in which the Director, Officer or Employee has a material conflict of interest;

(ii) a violation of criminal law, unless the Director, Officer or Employee had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(iii) a transaction from which the Director, Officer or Employee derived an improper personal profit; or

(iv) willful misconduct.

(c) Determination that Indemnification is Proper.

(1) Unless provided otherwise by a written agreement between the Director, Officer or Employee and the Corporation, determination of whether indemnification is required under Section (b) shall be made by any method set forth in Section 180.0855 of the WBCL.

(2) A Director, Officer or Employee who seeks indemnification under this section shall make a written request to the Corporation.

As a further pre-condition to any right to receive indemnification, the writing shall contain a declaration that the Corporation shall have the right to exercise all rights and remedies available to such Director, Officer or Employee against any other person, corporation, foreign corporation, partnership, joint venture, trust or other enterprise, arising out of, or related to, the Proceeding which resulted in the Liability and the Expense for which such Director, Officer or Employee is seeking indemnification, and that the Director, Officer or Employee is hereby deemed to have assigned to the Corporation all such rights and remedies.

(3) Indemnification under subsection (b)(1) shall be made within 10 days of receipt of a written demand for indemnification. Indemnification required under subsection (b)(2) shall be made within 30 days of receipt of a written demand for indemnification.

(4) Indemnification under this section is not required to the extent the Director, Officer or Employee has previously received indemnification or allowance of expenses from any person or entity, including the Corporation, in connection with the same Proceeding.

(5) Within 20 days after receipt of a written request by a Director, Officer or Employee who is a Party to a Proceeding, the Corporation shall pay or reimburse his or her reasonable Expenses as incurred if the Director, Officer or Employee provides the Corporation with all of the following:

(i) A written affirmation of his or her good faith belief that he or she is entitled to indemnification under Section 6.1; and

(ii) A written undertaking, executed personally or on his or her behalf, to repay all amounts advanced without interest to the extent that it is ultimately determined that indemnification under Section 6.1(b)(2) is prohibited.

The undertaking under this subsection shall be accepted without reference to the Director's, Officer's or Employee's ability to repay the allowance. The undertaking shall be unsecured or secured, as determined by the Board in its discretion.

(6) The right to indemnification under this Article 6 may be amended only by a subsequent vote of not less than a majority of the votes entitled to be cast by all outstanding shares of capital stock of the Corporation entitled to vote on such matters. Any reduction in the right to indemnification may only be prospective from the date of such vote.

(d) Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is a Director, Officer or Employee against any Liability asserted against or incurred by the individual in any such capacity or arising out of his or her status as such, regardless of whether the Corporation is required or authorized to indemnify or allow Expenses to the individual under this section.

(e) Severability. The provisions of this Article 6 shall not apply in any circumstance where a court of competent jurisdiction determines that indemnification would be invalid as against public policy.

6.2. Non-exclusivity.

(a) Except as provided in (b), Section 6.1 does not preclude any additional right to indemnification or allowance of expenses that a Director, Officer or Employee may have under any of the following:

(1) The Articles.

(2) A written agreement between Director, Officer or Employee and the Corporation.

(3) A resolution of the Board of Directors.

(4) A resolution, after notice, adopted by a majority vote of all of the Corporation's voting shares then issued and outstanding.

(b) Regardless of the existence of an additional right under (a), the Corporation shall not indemnify a Director, Officer or Employee, or permit a Director, Officer or Employee to retain any allowance of expenses, unless it is determined by or on behalf of the Corporation that the Director, Officer or Employee did not breach or fail to perform a duty he or she owes to the Corporation which constitutes conduct under Section 6.1(b)(2)(i), (ii), (iii), or (iv). A Director, Officer or Employee who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 6.1 to 6.4 do not affect the Corporation's power to pay or reimburse expenses incurred by a Director, Officer or Employee in any of the following circumstances.

(1) As a witness in a proceeding to which he or she is not a party.

(2) As a plaintiff or petitioner in a proceeding because he or she is or was a Director, Officer or Employee of the Corporation.

6.3. Securities Law Claims.

(a) Pursuant to the public policy of the State of Wisconsin, the Corporation shall provide indemnification and allowance of expenses and may insure for any liability incurred in connection with a proceeding involving securities regulation described under (b) to the extent required or permitted under Sections 6.1 to 6.2.

(b) Sections 6.1 to 6.2 apply, to the extent applicable to any other proceeding, to any proceeding involving a federal or state statute, rule or regulation regulating the offer, sale or purchase of securities, securities brokers or dealers, or investment companies or investment advisers.

6.4. Liberal Construction. In order for the Corporation to obtain and retain qualified directors, officers and employees, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of Directors, Officers and Employees. The indemnification above provided for shall be granted in all applicable cases unless to do so would clearly contravene law, controlling precedent or public policy.

ARTICLE 7. AMENDMENT

These By-laws may be amended, altered or repealed, and new By-laws may be enacted, only by the affirmative vote of not less than a majority of the votes entitled to be cast by all outstanding shares of capital stock of the Corporation entitled to vote at a meeting of shareholders duly called for such purpose or by a vote of not less than a majority of the directors then in office; provided, however, that no By-law hereafter adopted, amended or repealed by the shareholders as provided herein shall thereafter be amended, repealed or readopted by the Board of Directors if the By-law so adopted so provides and provided, further, that any By-law adopted, repealed or amended by the Board of Directors as provided herein shall be subject to reenactment, repeal or amendment by the shareholders acting at any meeting of the shareholders in accordance with the terms hereof.

Exhibit 4.1

Execution Copy

METAVANTE TECHNOLOGIES, INC.

SHAREHOLDERS AGREEMENT

Dated as of November 1, 2007

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SHAREHOLDERS AGREEMENT, dated as of November 1, 2007 (as it may be amended from time to time, this "Agreement"), among (i) Metavante Technologies, Inc., a Wisconsin corporation (the "Company"), (ii) WPM, L.P., a Delaware limited partnership ("Investor"), and (iii) any other Shareholder that may become a party to this Agreement after the date and pursuant to the terms hereof.

WITNESSETH:

WHEREAS, pursuant to an Investment Agreement, dated as of April 3, 2007 (the "Investment Agreement"), among the Company, Marshall & Ilsley Corporation, a Wisconsin corporation ("MI Corp."), New M&I Corporation, a Wisconsin corporation, Metavante Corporation, a Wisconsin corporation, and Investor, Investor has agreed to acquire, on the terms and subject to the conditions set forth in such agreement, (i) newly issued shares of the Class A common stock, par value $0.01 per share (the "Class A Common Stock") of the Company and (ii) certain purchase rights with respect to shares of Common Stock pursuant to the Stock Purchase Right Agreement, dated as of the date hereof, between the Company and Investor ("Purchase Rights") (such transaction, the "Investment");

WHEREAS, as of the date hereof, Investor will own 29,732,214 shares of Class A Common Stock;

WHEREAS, at 12:01 a.m. Eastern Standard Time on the first day following the date hereof, each outstanding share of Class A Common Stock held by Investor shall automatically convert into a share of Common Stock;

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Investment Agreement that the Company execute and deliver this Agreement; and

WHEREAS, each of the parties hereto wishes to set forth in this Agreement certain terms and conditions regarding the Investment and the ownership of shares of Common Stock, including certain registration rights applicable to such shares, restrictions on the transfer of such shares, restrictions on certain actions relating to the Company, and the management of the Company and its subsidiaries.

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

ARTICLE I

GOVERNANCE

1.1 Composition of the Board of Directors. (a) The by-laws of the Company shall provide that so long as this Article I is in effect the Board of Directors of the Company (the "Board") shall consist of eleven directors, such directors to be nominated and elected in accordance with this Agreement and the provisions of the by-laws of the Company. As of the Closing Date, the directors shall consist of (i) three directors designated by Investor (such designees and any persons nominated pursuant to Section 1.1(b) and elected as directors and any persons designated as replacement directors for such designees or their replacements pursuant to Section 1.1(c), the "Investor Designees"), (ii) two directors who shall be officers of the Company, one of whom shall be the President and Chief Executive Officer of the Company and one of whom shall be the Senior Vice President and Chief Operating Officer of the Company, (iii) one director who shall be designated by MI Corp. and shall initially be Dennis J. Kuester (such designee and any person designated as a replacement director for such designee or their replacement pursuant to Section 1.1(d), the "MI Designee"), and (iv) five additional directors designated pursuant to Section 6.2 of the Investment Agreement, each of whom shall qualify as Independent Directors and one of whom shall also be a director of MI Corp. (such designees, any persons nominated and elected as directors or designated as replacement directors for such designees or their replacements pursuant to Section 1.1(d), the "Initial Unaffiliated Directors"); provided, however, that if Investor or MI Corp. is prevented by Applicable Law or regulatory process from designating any of its designees pursuant to the foregoing clause (i), (iii) or (iv) (in the case of a MI Corp. director), as applicable, or if such designation is otherwise prohibited by Section 6.2(a) of the Investment Agreement (because such designation would result in the Company being an affiliate of New MI Corp. for purposes of Section 23A or 23B of the Federal Reserve Act), then such directors shall be Independent Directors selected pursuant to the foregoing clause (iv) in a manner which addresses the reason that the designee was originally prevented from being designated. The Chairman of the Board of the Company shall be Dennis J. Kuester for a period of one year from the date hereof. If Dennis J. Kuester is unable to serve as Chairman of the Board during such one-year period, and after such one-year period, the President and Chief Executive Officer of the Company shall, subject to the approval of the Board, succeed Dennis J. Kuester as the Chairman of the Board. In connection with the 2008 annual meeting of the Company, the Company shall take all actions necessary to provide that the Investor Designees are nominated for re-election to the Board at such annual meeting and the remaining directors shall be nominated in accordance with the provisions of this Agreement and the by-laws of the Company.

(b) Following the 2008 annual meeting of shareholders of the Company: (i) so long as the Investor Percentage Interest equals or exceeds 17.5%, Investor shall

have the right to nominate three directors; (ii) if the Investor Percentage Interest is less than 17.5% but equals or exceeds 7.5% Investor shall have the right to nominate two directors; (iii) if the Investor Percentage Interest is less than 7.5% but the fair market value, as determined by the Board in good faith, of the Voting Securities Beneficially Owned by the Investor Group equals or exceeds $150 million, Investor shall have the right to nominate one director; and (iv) if the Investor Percentage Interest is less than 7.5% and the fair market value, as determined by the Board in good faith, of the Voting Securities Beneficially Owned by the Investor Group is less than $150 million, Investor shall not have the right to nominate any directors. Such nominees shall, subject to Applicable Law, be the Company's nominees to serve on the Board and the Company shall solicit proxies for them to the same extent as it does for any of its other nominees to the Board. Following the 2008 annual meeting of shareholders of the Company, the remaining directors of the Board shall be nominated in accordance with this Agreement and the provisions of the by-laws of the Company.

(c) Subject to Section 1.1(b), the remaining Investor Designees then in office shall have the right to designate any replacement for an Investor Designee upon the death, resignation, retirement, disqualification or removal from office of such director; provided, that if an Investor Designee is removed for cause by the shareholders, the remaining Investor Designee shall not designate the person who was removed as such replacement Investor Designee.

(d) Until the 2008 annual meeting of shareholders of the Company, (i) the remaining MI Designees then in office shall have the right to designate any replacement for a MI Designee upon the death, resignation, retirement, disqualification or removal from office of such director; provided, that if an MI Designee is removed for cause by the shareholders, the remaining MI Designees shall not designate the person who was removed as such replacement MI Designee and (ii) the Initial Unaffiliated Directors by majority vote or consent of those Initial Unaffiliated Directors then in office shall have the right to designate any replacement for an Initial Unaffiliated Director upon the death, resignation, retirement, disqualification or removal from office of such director; provided, that if an Initial Unaffiliated Director is removed for cause by the shareholders, the remaining Initial Unaffiliated Directors shall not designate the person who was removed as such replacement Initial Unaffiliated Director.

(e) For purposes of constituting the initial Board as of the Closing Date upon consummation of the Transactions, no Investor Designee shall be deemed not to be an Independent Director because of the ownership of Common Stock by Investor or because of the rights of Investor under this Agreement.

(f) Until the Board shall determine otherwise, the regular meetings of the Board shall be held on the third Thursday of each February, April, June, August, October and December.

1.2 Committees.

(a) The Board shall have the following committees: an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee (as such terms are defined in the Company's by-laws). Each of the foregoing committees shall have three members.

(b) All the members of each of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee shall qualify as Independent Directors. To the extent permitted by Applicable Law and the rules of the New York Stock Exchange, at least one member of the Compensation Committee (who shall be the Chairman of the Compensation Committee), Nominating and Corporate Governance Committee and the Audit Committee shall be an Investor Designee.

1.3 Articles of Incorporation and By-laws. The Company and Investor shall take or cause to be taken all lawful action necessary to ensure at all times as of and following the Closing Date that the articles of incorporation and by-laws of the Company are not inconsistent with the provisions of this Agreement or the transactions contemplated hereby.

1.4 Approval Rights. In addition to any other approval required, during any time that the restrictions of Section 3.1(a) and Section 3.1(b) are in effect, the Company shall not, and shall cause its subsidiaries not to, take any of the following actions without the approval of the Board by Supermajority Vote:

(i) entering into a merger, reorganization, share exchange, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company that if consummated, would result in a Change of Control; provided, however, that for the purposes of this clause (i) of Section 1.4, the words "a majority of" and "all or substantially all of" in the definition of "Change of Control" shall be replaced by the words "twenty percent of";

(ii) acquiring (including by merger, business combination, reorganization or other similar transaction), in a single transaction or a series of related transactions, any business or assets for consideration having a value (valuing any non-cash consideration at fair market value as determined by the Board in good faith) in excess of $300 million;

(iii) making or committing to make any capital expenditure or series of related capital expenditures in excess of $300 million;

(iv) disposing of (including by merger, business combination, reorganization or other similar transaction), in a single transaction or a series of

related transactions, any business or assets for consideration having a value (valuing non-cash consideration at fair market value as determined by the Board in good faith) in excess of $100 million; and

(v) (A) incurring any indebtedness for borrowed money or issuing any debt securities (other than indebtedness or debt securities owed or issued solely between or among the Company and/or one or more wholly owned Subsidiaries), or (B) guaranteeing any indebtedness for borrowed money of any other Person if the amount of such incurred or guaranteed indebtedness exceeds $300 million.

1.5 Venture Capital Qualifying Investment. (a) Investor represents and warrants that Investor Fund is a "venture capital operating company" within the meaning of Department of Labor "plan asset" regulations ("VCOC"). Investor agrees to notify the Company promptly if Investor Fund ceases to be a VCOC or if, in Investor's good faith judgment, the provisions set forth in Section 1.5(b) are no longer required in order for the ownership of Common Stock to qualify as a venture capital investment within the meaning of Department of Labor "plan asset" regulations.

(b) The Company hereby agrees that, subject to Applicable Law and existing contractual restrictions and provided that Investor Fund executes a confidentiality agreement in form reasonably satisfactory to the Company covering Investor Fund and its representatives which governs the confidentiality and use of any information received by Investor Fund or its representatives from the Company pursuant to this Section 1.5, it shall (i) furnish Investor Fund with such financial and operating data and other information with respect to the business and properties of the Company as the Company prepares and compiles for its directors in the ordinary course and as Investor Fund may from time to time reasonably request, (ii) permit Investor Fund to discuss the affairs, finances and accounts of the Company, and to make proposals and furnish advice with respect thereto, with the principal officers of the Company within thirty days after the end of each fiscal quarter of the Company, and (iii) invite a representative of Investor Fund to attend all meetings of the Board in a nonvoting observer capacity if none of the Investor Designees is a member of the Board and, in this respect, shall give such representative copies of all notices, minutes, consents and other material that it provides to the directors and such representative shall be entitled to participate in discussions of matters brought to the Board. The provisions of this Section 1.5 (b) shall terminate on the earlier of (i) the date of termination of this Article I pursuant to Section 1.6, (ii) the date on which Investor Fund ceases to be a VCOC and (iii) the date on which, in Investor's good faith judgment, the provisions of this Section 1.5(b) are no longer required in order for the ownership of Common Stock to qualify as a venture capital investment within the meaning of Department of Labor "plan asset" regulations.

1.6 Termination of Article I. Subject to Section 6.1, this Article I (other than Section 1.3) shall terminate and be of no further force or effect on the earlier of (i) the

date on which the Investor Percentage Interest is less than 7.5% and the fair market value, as determined by the Board in good faith, of the Voting Securities Beneficially Owned by the Investor Group is less than $150 million and (ii) the tenth anniversary of the Closing Date.

ARTICLE II

REGISTRATION RIGHTS

2.1 Demand Registrations.

(a) Requests for Registration. At any time following the first anniversary of the Closing Date, Investor may request in writing, on behalf of Investor Group, that the Company effect the registration of all or any part of the Registrable Securities held by Investor Group (a "Registration Request"), provided that, prior to the second anniversary of the Closing Date, the number of shares of Common Stock to be sold by Investor Group pursuant to a Registration Request shall be limited to an amount that will not cause the Investor Percentage Interest to be less than 25%. Promptly after its receipt of any Registration Request, the Company will give written notice of such request to all other Shareholders, and will use its reasonable best efforts to register, in accordance with the provisions of this Agreement, all Registrable Securities that have been requested to be registered in the Registration Request or by any other Shareholders by written notice to the Company given within fifteen Business Days after the date the Company has given such Shareholders notice of the Registration Request. The Company will pay all Registration Expenses incurred in connection with any registration pursuant to this Section 2.1. Any registration requested by Investor pursuant to Section 2.1(a) or 2.1(c) is referred to in this Agreement as a "Demand Registration".

(b) Limitation on Demand Registrations. Investor will be entitled to initiate no more than four Demand Registrations (including Short-Form Registrations permitted pursuant to Section 2.1(c)). No request for registration will count for the purposes of the limitations in this Section 2.1(b) if (i) Investor determines in good faith to withdraw the proposed registration prior to the effectiveness of the Registration Statement relating to such request due to marketing conditions or regulatory reasons relating to the Company, (ii) the Registration Statement relating to such request is not declared effective within 180 days of the date such Registration Statement is first filed with the Commission (other than solely by reason of Investor having refused to proceed) and Investor withdraws its Registration Request prior to such Registration Statement being declared effective, (iii) prior to the sale of at least 90% of the Registrable Securities included in the applicable registration relating to such request, such registration is adversely affected by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason and the Company fails to have such stop order, injunction or other order or requirement removed, withdrawn or resolved to Investor's reasonable satisfaction within thirty days of the date of such order, (iv) more

than 10% of the Registrable Securities requested by Investor to be included in the registration are not so included pursuant to Section 2.1(f), or (v) the conditions to closing specified in the underwriting agreement or purchase agreement entered into in connection with the registration relating to such request are not satisfied (other than as a result of a material default or breach thereunder by Investor). Notwithstanding the foregoing, the Company will pay all Registration Expenses in connection with any request for registration pursuant to Section 2.1(a) regardless of whether or not such request counts toward the limitation set forth above.

(c) Short-Form Registrations. The Company will use its reasonable best efforts to qualify for registration on Form S-3 or any comparable or successor form or forms or any similar short-form registration ("Short-Form Registrations"), and, if requested by Investor and available to the Company, such Short-Form Registration will be a "shelf" registration statement providing for the registration of, and the sale on a continuous or delayed basis of the Registrable Securities, pursuant to Rule 415. In no event shall the Company be obligated to effect any shelf registration other than pursuant to a Short-Form Registration. The Company will pay all Registration Expenses incurred in connection with any Short-Form Registration.

(d) Restrictions on Demand Registrations. If the filing, initial effectiveness or continued use of a registration statement, including a shelf registration statement pursuant to Rule 415, with respect to a Demand Registration would (i) require the Company to make a public disclosure of material non-public information, which disclosure in the good faith judgment of the Board (A) would be required to be made in any Registration Statement so that such Registration Statement would not be materially misleading, (B) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement and (C) would in the good faith judgment of the Board reasonably be expected to have a material adverse effect on the Company or its business if made at such time, or (ii) would in the good faith and judgment of the Board reasonably be expected to have a material adverse effect on the Company or its business or on the Company's ability to effect a planned or proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction, then the Company may upon giving prompt written notice of such action to the participants in such registration (each of whom hereby agrees to maintain the confidentiality of all information disclosed to such participants) delay the filing or initial effectiveness of, or suspend use of, such Registration Statement, provided, that the Company shall not be permitted to do so (x) more than three times during any twelve-month period or (y) for periods exceeding, in the aggregate, one hundred twenty-five days during any twelve-month period. In the event the Company exercises its rights under the preceding sentence, such Shareholders agree to suspend, promptly upon their receipt of the notice referred to above, their use of any prospectus relating to such registration in connection with any sale or offer to sell Registrable Securities. If the Company so postpones the filing of a prospectus or the effectiveness of a Registration Statement, Investor will be

entitled to withdraw such request and, if such request is withdrawn, such registration request will not count for the purposes of the limitation set forth in Section 2.1(b). The Company will pay all Registration Expenses incurred in connection with any such aborted registration or prospectus.

(e) Selection of Underwriters.

(i) If Investor intends that the Registrable Securities covered by its Registration Request shall be distributed by means of an underwritten offering, Investor will so advise the Company as a part of the Registration Request, and the Company will include such information in the notice sent by the Company to the other Shareholders with respect to such Registration Request. In such event, the lead underwriter to administer the offering will be chosen by Investor subject to the prior written consent, not to be unreasonably withheld or delayed, of the Company.

(ii) If the offering is underwritten, the right of any Shareholder to registration pursuant to this Section 2.1 will be conditioned upon such Shareholder's participation in such underwriting and the inclusion of such Shareholder's Registrable Securities in the underwriting, and each such Shareholder will (together with the Company and the other Shareholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting. If any Shareholder disapproves of the terms of the underwriting, such Shareholder may elect to withdraw therefrom by written notice to the Company, the managing underwriter and Investor.

(f) Priority on Demand Registrations. The Company will not include in any underwritten registration pursuant to this Section 2.1 any securities that are not Registrable Securities, without the prior written consent of Investor. If the managing underwriter advises the Company that in its reasonable opinion the number of Registrable Securities (and, if permitted hereunder, other securities requested to be included in such offering) exceeds the number of securities that can be sold in such offering without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), the Company will include in such offering only such number of securities that in the reasonable opinion of such underwriters can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, Registrable Securities of Investor Group and (ii) second, Registrable Securities of any other Shareholders who have delivered written requests for registration pursuant to Section 2.1(a), *pro rata* on the basis of the aggregate number of Registrable Securities owned by each such Shareholder and (iii) any other securities of the Company that have been requested to be so included, subject to the terms of this Agreement.

(g) Effective Registration Statement. A registration requested pursuant to Section 2.1(a) shall not be deemed to have been effected unless it is declared effective by the Commission and remains effective for the period specified in Section 2.3(b).

2.2 Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its securities, other than a registration pursuant to Section 2.1 or a Special Registration, and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give prompt written notice (and in any event no later than fifteen Business Days prior to the filing of a Registration Statement with respect to such registration) to all Shareholders of its intention to effect such a registration and, subject to Section 2.2(d), will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten Business Days after the date of the Company's notice (a "Piggyback Registration"). Any Shareholder that has made such a written request may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter, if any, on or before the tenth Business Day prior to the planned effective date of such Piggyback Registration. The Company may terminate or withdraw any registration under this Section 2.2 prior to the effectiveness of such registration, whether or not any Shareholder has elected to include Registrable Securities in such registration, and except for the obligation to pay Registration Expenses pursuant to Section 2.2(c) the Company will have no liability to any Shareholder in connection with such termination or withdrawal.

(b) Underwritten Registration. If the registration referred to in Section 2.2(a) is proposed to be underwritten, the Company will so advise the Shareholders as a part of the written notice given pursuant to Section 2.2(a). In such event, the right of any Shareholder to registration pursuant to this Section 2.2 will be conditioned upon such Shareholder's participation in such underwriting and the inclusion of such Shareholder's Registrable Securities in the underwriting, and each such Shareholder will (together with the Company and the other Shareholders and other holders of securities distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. If any Shareholder disapproves of the terms of the underwriting, such Shareholder may elect to withdraw therefrom by written notice to the Company, the managing underwriter and Investor.

(c) Piggyback Registration Expenses. The Company will pay all Registration Expenses in connection with any Piggyback Registration, whether or not any registration or prospectus becomes effective or final.

(d) Priority on Primary Registrations. If a Piggyback Registration relates to an underwritten primary offering on behalf of the Company, and the managing

underwriters advise the Company that in their reasonable opinion the number of securities requested to be included in such registration exceeds the number which can be sold without adversely affecting the marketability of such offering (including an adverse effect on the per share offering price), the Company will include in such registration or prospectus only such number of securities that in the reasonable opinion of such underwriters can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, the securities the Company proposes to sell, (ii) second, Registrable Securities of any Shareholders who have requested registration of Registrable Securities pursuant to Sections 2.1 or 2.2, *pro rata* on the basis of the aggregate number of such securities or shares owned by each such Shareholder and (iii) third, any other securities of the Company that have been requested to be so included, subject to the terms of this Agreement.

2.3 Registration Procedures. Subject to Section 2.1(d), whenever the Shareholders of Registrable Securities have requested that any Registrable Securities be registered pursuant to Sections 2.1 or 2.2 of this Agreement, the Company will use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities as soon as reasonably practicable in accordance with the intended method of disposition thereof and pursuant thereto. The Company shall use its reasonable best efforts to as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, make all required filings with the National Association of Securities Dealers and thereafter use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable, provided that before filing a Registration Statement or any amendments or supplements thereto, the Company will, in the case of a Demand Registration, furnish to Shareholders' Counsel copies of all such documents proposed to be filed, which documents will be subject to review of such counsel at the Company's expense;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective for a period of either (i) not less than (A) three months, (B) if such Registration Statement relates to an underwritten offering, such longer period as a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer or (C) two years in the case of shelf registration statements (or in each case such shorter period ending on the date that the securities covered by such shelf registration statement cease to constitute Registrable Securities) or (ii) such shorter period as will terminate when all of the securities covered by such Registration Statement have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement (but in any event not before the expiration of any longer period required under the Securities Act), and comply

with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement;

(c) furnish to each seller of Registrable Securities such number of copies, without charge, of such Registration Statement, each amendment and supplement thereto, including each preliminary prospectus, final prospectus, any other prospectus (including any prospectus filed under Rule 424, Rule 430A or Rule 430B under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act), all exhibits and other documents filed therewith and such other documents as such seller may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller;

(d) register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things that may be reasonably necessary or reasonably advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) notify each seller of such Registrable Securities and Shareholders' Counsel, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the discovery of the happening of any event as a result of which, the prospectus contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, as soon as reasonably practicable, prepare and furnish to such seller a reasonable number of copies of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(f) notify each seller of any Registrable Securities covered by such Registration Statement and Shareholders' Counsel (i) when such Registration Statement or the prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to such Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission for amendments or supplements to such Registration Statement or to amend or to supplement such prospectus or for additional information, and (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for any of such purposes;

(g) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on the New York Stock Exchange or the NASDAQ stock market, as determined by the Company;

(h) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such Registration Statement;

(i) enter into such customary agreements (including underwriting agreements and, subject to Section 2.7, lock-up agreements in customary form, and including provisions with respect to indemnification and contribution in customary form) and take all such other customary actions as Investor, the selling Shareholders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making members of senior management of the Company available to participate in "road show" and other customary marketing activities);

(j) make available for inspection by any seller of Registrable Securities and Shareholders' Counsel, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and documents relating to the business of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement, provided that it shall be a condition to such inspection and receipt of such information that the inspecting Person (i) enter into a confidentiality agreement in form and substance reasonably satisfactory to the Company and (ii) agree to minimize the disruption to the Company's business in connection with the foregoing;

(k) timely provide to its security holders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(l) in the event of the issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related prospectus or ceasing trading of any securities included in such Registration Statement for sale in any jurisdiction, use every reasonable effort to promptly obtain the withdrawal of such order;

(m) obtain one or more comfort letters, addressed to the underwriters, if any, dated the effective date of such Registration Statement and the date of the closing under the underwriting agreement for such offering, signed by the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as such underwriters shall reasonably request; and

(n) provide legal opinions of the Company's counsel, addressed to the underwriters, if any, dated the date of the closing under the underwriting agreement, with respect to the Registration Statement, each amendment and supplement thereto (including the preliminary prospectus) and such other documents relating thereto as the underwriter shall reasonably request in customary form and covering such matters of the type customarily covered by legal opinions of such nature.

As a condition to registering Registrable Securities, the Company may require each Shareholder of Registrable Securities as to which any registration is being effected to furnish the Company with such information regarding such Shareholder and pertinent to the disclosure requirements relating to the registration and the distribution of such securities as the Company may from time to time reasonably request in writing.

2.4 Registration Expenses.

(a) Except as otherwise provided in this Agreement, all expenses incidental to the Company's performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, duplicating and printing expenses, messenger and delivery expenses, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters and other Persons retained by the Company (all such expenses, "Registration Expenses"), will be borne by the Company. The Company will, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit or quarterly review, the expenses of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the New York Stock Exchange or NASDAQ. All Selling Expenses will be borne by the holders of the securities so registered *pro rata* on the basis of the amount of proceeds from the sale of their shares so registered.

(b) In connection with each Demand Registration and each Piggyback Registration in which members of Investor Group participate, the Company will reimburse Investor for the reasonable fees and disbursements of one counsel ("Shareholders' Counsel").

2.5 Participation in Underwritten Registrations.

(a) No Shareholder may participate in any registration hereunder that is underwritten unless such Shareholder (i) agrees to sell its Registrable Securities on the basis provided in any underwriting arrangements approved by Investor (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriter(s), provided that no Shareholder will be required to sell more than the number of Registrable Securities that such Shareholder has

requested the Company to include in any registration), (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and (iii) cooperates with the Company's reasonable requests in connection with such registration or qualification (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Shareholder's failure to cooperate with such reasonable requests, will not constitute a breach by the Company of this Agreement). Notwithstanding the foregoing, no Shareholder will be required to agree to any indemnification obligations on the part of such Shareholder that are materially greater than its obligations pursuant to Section 4.1(b).

(b) Each Shareholder that is participating in any registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.3(f), such Shareholder will forthwith discontinue the disposition of its Registrable Securities pursuant to the Registration Statement until such Shareholder receives copies of a supplemented or amended prospectus as contemplated by such Section 2.3(f). In the event the Company gives any such notice, the applicable time period mentioned in Section 2.3(b) during which a Registration Statement is to remain effective will be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this Section 2.5(b) to and including the date when each seller of a Registrable Security covered by such Registration Statement will have received the copies of the supplemented or amended prospectus contemplated by Section 2.3(f).

2.6 Rule 144; Legended Securities; etc.

(a) The Company will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Shareholder, make publicly available such information as necessary to permit sales pursuant to Rule 144), and will take such further action as any Shareholder may reasonably request, all to the extent required from time to time to enable such Shareholder to sell shares of Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144. Upon the request of any Shareholder, the Company will deliver to such Shareholder a written statement as to whether it has complied with such information requirements.

(b) The Company will not issue new certificates for shares of Registrable Securities without a legend restricting further transfer unless (i) such shares have been sold to the public pursuant to an effective Registration Statement under the Securities Act or Rule 144, or (ii) (x) otherwise permitted under the Securities Act, (y) the Shareholder of such shares shall have delivered to the Company an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Company, to such effect, and (z) the Shareholder of such shares expressly requests the issuance of such certificates in writing.

2.7 Holdback. In consideration for the Company agreeing to its obligations under this Agreement, each Shareholder agrees in connection with any registration of the Company's securities (whether or not such Shareholder is participating in such registration) upon the request of the Company and the underwriters managing any underwritten offering of the Company's securities, not to effect (other than pursuant to such registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144 or Rule 144A, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, during the Holdback Period, provided that nothing herein will prevent any Shareholder that is a partnership or corporation from making a distribution of Registrable Securities to the partners or shareholders thereof or a transfer to an Affiliate that is otherwise in compliance with applicable securities laws, so long as such distributees agree to be so bound. With respect to such underwritten offering of Registrable Securities covered by a registration pursuant to Sections 2.1 or 2.2, the Company further agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any public sale or distribution, or to file any Registration Statement (other than such registration or a Special Registration) covering any, of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the Holdback Period with respect to such underwritten offering, if required by the managing underwriter, provided that notwithstanding anything to the contrary herein, the Company's obligations under this Section 2.7 shall not apply during any twelve-month period for more than an aggregate of ninety days.

ARTICLE III

TRANSFERS; STANDSTILL PROVISIONS; PREEMPTIVE RIGHTS

3.1 Investor Group Transfer Restrictions. (a) Prior to the first anniversary of the Closing Date, no member of Investor Group will, directly or indirectly, sell, transfer, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any shares of Common Stock (it being understood that transfers of, or other transactions with respect to ownership interests in the Investor Fund or ownership interests in other members of the Investor Group the purpose of which is not to transfer shares of Common Stock shall not be considered to be direct or indirect transfers of shares of Common Stock) except (i) to other members of Investor Group who agree in writing to be bound by the terms of this Agreement, (ii) pursuant to the terms of a Buyout Transaction, (iii) in connection with a bona fide pledge to, or similar arrangement in connection with a bona

fide borrowing from, a financial institution, or (iv) in a transaction approved by a majority of the directors of the Company who qualify as Independent Directors who are not Investor Designees.

(b) Following the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date, no member of Investor Group will, directly or indirectly, sell, transfer, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any shares of Common Stock (it being understood that transfers of, or other transactions with respect to ownership interests in the Investor Fund or ownership interests in other members of the Investor Group the purpose of which is not to transfer shares of Common Stock shall not be considered to be direct or indirect transfers of shares of Common Stock) except (i) to other members of Investor Group who agree in writing to be bound by the terms of this Agreement, (ii) pursuant to the terms of a Buyout Transaction, (iii) if following the closing of such transfer, the Investor Percentage Interest would not be less than 17.5%, (iv) in connection with a bona fide pledge to, or similar arrangement in connection with a bona fide borrowing from, a financial institution or (v) in a transaction approved by a majority of the directors of the Company who qualify as Independent Directors who are not Investor Designees.

(c) Any transfer or attempted transfer of shares of Common Stock in violation of this Section 3.1 shall, to the fullest extent permitted by law, be null and void ab initio, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register of the Company.

(d) Investor acknowledges that this Section 3.1 may be enforced by the Company at the direction of a majority of the Independent Directors who are not Investor Designees.

(e) This Section 3.1 shall terminate and be of no further force or effect on the second anniversary of the Closing Date, provided that such termination shall not relieve any party of liability for such party's breach of this Article III prior to such termination.

3.2 Standstill Provisions. (a) Unless specifically requested in writing in advance by the Company's Board of Directors, Investor will not and will cause each Investor Group member not to (and Investor will not and will cause each Investor Group member not to at any time assist or encourage others to):

(i) acquire or agree, offer, seek or propose to acquire, directly or indirectly, alone or in concert with any other Person, by purchase or otherwise, any (A) ownership of any of the material assets or businesses of the Company or any subsidiary thereof, or any rights or options to acquire such ownership (including from any third party), or (B) ownership, including, but not limited to, beneficial ownership as defined in Rule 13d-3 under the Exchange Act, of any

securities of the Company or any subsidiary thereof, or any rights or options to acquire such ownership (including from any third party), if such ownership would result in an Investor Percentage Interest in excess of 40%;

(ii) solicit proxies (as such terms are defined in Rule 14a-1 under the Exchange Act), whether or not such solicitation is exempt under Rule 14a-2 under the Exchange Act, with respect to any matter from holders of any shares of stock of the Company or any securities convertible into or exchangeable for or exercisable (whether currently or upon the occurrence of any contingency) for the purchase of such stock, or make any communication exempted from the definition of solicitation by Rule 14a-1(l)(2)(iv) under the Exchange Act;

(iii) initiate, or induce or attempt to induce any other Person, entity or group (as defined in Section 13(d)(3) of the Exchange Act) to initiate, any shareholder proposal or tender offer for any securities of the Company or any subsidiary thereof, any change of control of the Company or any subsidiary thereof or the convening of a shareholders' meeting of the Company or any subsidiary thereof;

(iv) enter into any discussions, negotiations, arrangements or understandings with any other Person with respect to any matter described in the foregoing subparagraphs (i) through (iii);

(v) request the Company (or its directors, officers, employees or agents), directly or indirectly, to amend or waive any provision of this Section 3.2(a); or

(vi) take any action with respect to any of the matters described in this Section 3.2(a) that requires public disclosure.

(b) The provisions of Section 3.2(a) shall not apply in respect of any action taken by the Investor Designees in their capacity as members of the Board.

(c) The provisions of Section 3.2(a) shall terminate on earliest of (i) the two year anniversary of the Closing Date, (ii) the date on which any Investor Designee that Investor is entitled to designate pursuant to Section 1.1(b) is not elected to the Board at any annual meeting of the shareholders of the Company (or at any special meeting held to elect directors in lieu of an annual meeting) and is not otherwise appointed to the Board, and (iii) the date of a Change of Control (the "Standstill Termination Date"). In addition, the provisions of Section 3.2(a) shall not apply at any time after (A) the Board resolves to pursue a Buyout Transaction or a transaction that is contemplated by the Board to result in a Change of Control or (B) the Board approves, recommends or accepts a Buyout Transaction or a transaction that would result in a Change of Control proposed by any Person (other than any Investor Group member); provided, however, that the provisions

of Section 3.2(a) shall again become operative at any time that the Board (1) resolves not to pursue any such transaction described in clause (A) above or (2) rejects or announces that it has withdrawn its recommendation of any such transaction described in clause (B) above.

3.3 Anti-Takeover Provisions. From the date hereof until the Standstill Termination Date, the Company shall take all reasonable actions to ensure that (i) to the extent permissible under Applicable Law, no "fair price," "moratorium," "control share acquisition" or other form of antitakeover statute or regulation under Wisconsin law, (ii) no anti-takeover provision in the articles of incorporation or by-laws of the Company or other similar organizational documents of its subsidiaries, and (iii) no shareholder rights plan, "poison pill" or similar measure, in each case that contains restrictions that are different from or in addition to those contained in Sections 3.1 and 3.2 (including with respect to the time periods specified in Section 3.1), is applicable to Investor's ownership of Common Stock.

3.4 Buyout Transactions. So long as Investor is in compliance with Section 3.1, nothing set forth in Section 3.1 or Section 3.2 shall prohibit Investor from (i) selling or transferring shares of Common Stock pursuant to the terms of a Buyout Transaction, (ii) voting its shares of Common Stock with respect to any Buyout Transaction or (iii) endorsing a Buyout Transaction or any other transaction that would constitute a Change of Control proposed by any Person (other than any member of the Investor Group or any Controlled Affiliate of a member of the Investor Group); provided that, in the case of clause (iii) above, (A) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group is an Acquiring Person with respect to any such transaction that constitutes a Change of Control, (B) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group solicits or induces such Person to propose such a transaction and (C) no member of the Investor Group or any Controlled Affiliate of a member of the Investor Group is providing equity or debt financing in connection with such transaction.

3.5 Preemptive Rights.

(a) Sale of New Stock. Until the date on which the Investor's Investor Percentage Interest is less than 10%, if the Company at any time or from time to time makes a Qualified Equity Offering, Investor shall be afforded the opportunity to acquire from the Company for the same price and on the same terms as such securities are proposed to be offered to others, in the aggregate up to the amount of New Stock required to enable it to maintain its Investor Percentage Interest.

(b) Notice.

(i) In the event the Company intends to make a Qualified Equity Offering that is an underwritten public offering or a private offering made to

financial institutions for resale pursuant to Rule 144A, no later than five business days after the initial filing of a registration statement with the Commission with respect to such underwritten public offering or the commencement of marketing with respect to such Rule 144A offering, it shall give Investor written notice of its intention (including, in the case of a registered public offering and to the extent possible, a copy of the prospectus included in the registration statement filed in respect of such offering) describing, to the extent then known, the anticipated amount of securities, range of prices, timing and other material terms of such offering. Investor shall have five business days from the date of receipt of any such notice to notify the Company in writing that it intends to exercise such preemptive purchase rights and as to the amount of New Stock Investor desires to purchase, up to the maximum amount calculated pursuant to Section 3.5(a) (the "Designated Stock"). Such notice shall constitute a non-binding indication of interest of Investor to purchase the Designated Stock so specified at the range of prices and other terms set forth in the Company's notice to it. The failure to respond during such five Business Day period shall constitute a waiver of the preemptive rights in respect of such offering.

(ii) If the Company proposes to make a Qualified Equity Offering that is not an underwritten public offering or Rule 144A offering (a "Private Placement"), the Company shall give Investor written notice of its intention, describing, to the extent then known, the anticipated amount of securities, price and other material terms upon which the Company proposes to offer the same. Investor shall have five Business Days from the date of receipt of the notice required by the immediately preceding sentence to notify the Company in writing that it intends to exercise such preemptive purchase rights and as to the amount of Designated Stock Investor desires to purchase, up to the maximum amount calculated pursuant to Section 3.5(a). Such notice shall constitute the binding agreement of Investor to purchase the amount of Designated Stock so specified (or a proportionately lesser amount if the amount of New Stock to be offered in such Private Placement is subsequently reduced) upon the price and other terms set forth in the Company's notice to it. The failure of Investor to respond during the five Business Day period referred to in the second preceding sentence shall constitute a waiver of the preemptive rights in respect of such offering.

(c) Purchase Mechanism.

(i) If Investor exercises its preemptive purchase rights provided in Section 3.5(b)(ii), the closing of the purchase of the New Stock with respect to which such right has been exercised shall be conditioned on the consummation of the Private Placement giving rise to such preemptive purchase rights and shall take place simultaneously with the closing of the Private Placement or on such other date as the Company and the Investor shall agree in writing; provided, that

the actual amount of Designated Stock to be sold to the Investor pursuant to its exercise of preemptive rights hereunder shall be reduced if the aggregate amount of New Stock sold in the Private Placement is reduced and, at the option of the Investor (to be exercised by delivery of written notice to the Company within three Business Days of receipt of notice of such increase), shall be increased if such aggregate amount of New Stock sold in the Private Placement is increased. In connection with its purchase of Designated Stock, Investor shall execute an instrument in form and substance reasonably satisfactory to the Company containing representations, warranties and agreements of Investor that are customary for private placement transactions.

(ii) If the Investor exercises its preemptive purchase rights provided in Section 3.5(b)(i), the Company shall offer the Investor, if such underwritten public offering or Rule 144A offering is consummated, the Designated Stock (as adjusted to reflect the actual size of such offering when priced) at the same price as the New Stock is offered to the underwriters or initial purchasers and shall provide written notice of such price to Investor as soon as practicable prior to such consummation. Contemporaneously with the execution of any underwriting agreement or purchase agreement entered into between the Company and the underwriters or initial purchasers of such underwritten public offering or Rule 144A offering, Investor shall enter into an instrument in form and substance reasonably satisfactory to the Company acknowledging Investor's binding obligation to purchase the Designated Stock to be acquired by it and containing representations, warranties and agreements of Investor that are customary in private placement transactions, and the failure to enter into such an instrument at or prior to such time shall constitute a waiver of the preemptive rights in respect of such offering. Any offers and sales pursuant to this Section 3.5 in the context of a registered public offering shall be also conditioned on reasonably acceptable representations and warranties of the Investor regarding its status as the type of offeree to whom a private sale can be made concurrently with a registered public offering in compliance with applicable securities laws.

(d) Failure of Purchase. In the event the Investor fails to exercise its preemptive purchase rights provided in this Section 3.5 within the applicable five Business Day period or, if so exercised, the Investor does not consummate such purchase within the applicable period, the Company shall thereafter be entitled during the period of 120 days following the conclusion of the applicable period to sell or enter into an agreement (pursuant to which the sale of New Stock covered thereby shall be consummated, if at all, within 60 days from the date of such agreement) to sell the New Stock not purchased pursuant to this Section 3.5 at a price which is at a discount (expressed as a percentage) to the market price of the shares of the Company that does not exceed by more than 5% the discount (expressed as a percentage) to the market price offered in the Qualified Equity Offering giving rise to such preemptive purchase rights

hereunder (if such a discount was so offered). In the event the Company has not sold the New Stock or entered into an agreement to sell the New Stock within said 120 day period, the Company shall not thereafter offer, issue or sell such New Stock without first offering such securities to Investor in the manner provided in this Section 3.5.

(e) The Investor shall not have any rights to participate in the negotiation of the proposed terms of any Private Placement, underwritten public offering or Rule 144A offering.

(f) The Company and the Investor shall cooperate in good faith to facilitate the exercise of the Investor's preemptive rights hereunder, including securing any required approvals or consents, in a manner that does not jeopardize the timing, marketing, pricing or execution of any offering of the Company's securities.

ARTICLE IV

INDEMNIFICATION

4.1 Indemnification.

(a) The Company agrees to indemnify and hold harmless each Shareholder, its officers, directors and managers and each Person who is a controlling Person of such Shareholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each such person being referred to herein as a "Covered Person") against, and pay and reimburse such Covered Persons for, any losses, claims, damages, liabilities, joint or several, to which such Covered Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will pay and reimburse such Covered Persons for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding, provided that the Company shall not be liable to a Covered Person in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, made or incorporated by reference in such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto, or any document incorporated by reference therein, in reliance upon, and in conformity with, written information prepared and furnished to the Company by such Covered Person expressly for use therein or arises out of or is based on

such Shareholder's failure to deliver a copy of the Registration Statement or prospectus or any amendments or supplements thereto after the Company has furnished such Shareholder with a sufficient number of copies thereof. In connection with an underwritten offering, the Company, if requested, will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Covered Persons.

(b) In connection with any Registration Statement in which a Shareholder is participating, each such Shareholder will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or prospectus and, will indemnify and hold harmless the Company, its directors and officers, each underwriter and any Person who is or might be deemed to be a controlling person of the Company, any of its subsidiaries or any underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any losses, claims, damages, liabilities, joint or several, to which the Company or any such director or officer, any such underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement, any such prospectus or preliminary prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information prepared and furnished to the Company by such Shareholder expressly for use therein, and such Shareholder will reimburse the Company and each such director, officer, underwriter and controlling Person for any legal or any other expenses actually and reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, liability, action or proceeding, provided that the obligation to indemnify and hold harmless will be individual and several to each Shareholder and will be limited to the net amount of proceeds actually received by such Shareholder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not, without the indemnified party's prior consent,

settle or compromise any action or claim or consent to the entry of any judgment unless such settlement or compromise includes as an unconditional term thereof the release of the indemnified party from all liability, which release shall be reasonably satisfactory to the indemnified party. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the registration and sale of any securities by any Person entitled to any indemnification hereunder and the expiration or termination of this Agreement.

(e) If the indemnification provided for in Section 4.1(a) or Section 4.1(b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, will contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relevant fault of the indemnifying party and the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing, the amount any Shareholder will be obligated to contribute pursuant to this Section 4.1(e) will be limited to an amount equal to the net proceeds to such Shareholder of the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Shareholder has otherwise been required to pay in respect of such loss, claim, damage, liability or action or any substantially similar loss, claim, damage, liability or action arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V

DEFINITIONS

5.1 Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Acquiring Person" has the meaning set forth in the definition of Change of Control; provided, however, that for purposes of Section 3.4, an Acquiring Person shall not include any Investor solely by reason of Investor's taking or agreeing to take any action permitted under Section 3.4.

"Affiliate" means, with respect to any Person, (i) any Person directly or indirectly Controlling, Controlled by or under common Control with such Person or (ii) any officer, director, manager, general partner or trustee of any of the foregoing; provided, however, that for purposes of this Agreement the Company and any Person directly or indirectly Controlled by the Company shall not be deemed to be Affiliates of Investor or of the Investor Group.

"Agreement" has the meaning set forth in the preamble.

"Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Entity, (ii) any consents or approvals of any Governmental Entity, and (iii) any orders, decisions, injunctions, judgments, awards, decrees of or agreements with any Governmental Entity.

"Beneficially Own" with respect to any securities shall mean having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing.

"Board" has the meaning set forth in Section 1.1(a).

"Business Day" means any day on which banks are not required or authorized to close in the City of New York.

"Buyout Transaction" means a tender offer, merger, sale of all or substantially all the Company's assets or any similar transaction, except such a transaction that is proposed by or involves a member of the Investor Group or an Affiliate of any member of the Investor Group and has not been approved by the Board, that offers each holder of Voting Securities (other than, if applicable, the Person proposing such transaction) the opportunity to dispose of Voting Securities Beneficially Owned by each such holder for the same consideration or otherwise contemplates the acquisition of Voting Securities Beneficially Owned by each such holder for the same consideration.

"Change of Control" means the consummation of any transaction or series of related transactions involving (i) any purchase or acquisition (whether by way of merger, share exchange, consolidation, business combination or similar transaction or otherwise) by any Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) (such other Person or group, an "Acquiring Person"), of any of (A) securities representing a majority of the outstanding voting power of the Company entitled to elect the Board, (B) the majority of the outstanding shares of common stock of the Company, or (C) all or substantially all of the assets of the Company and its Subsidiaries, taken together as a whole, (ii) any sale, lease, exchange, transfer, license or disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken together as a whole, to an Acquiring Person or (iii) any merger, consolidation or business combination in which the holders of voting securities of the Company immediately prior to the transaction, as a group, do not hold securities representing a majority of the outstanding voting power entitled to elect the board of directors of surviving entity in such merger, consolidation or business combination.

"Class A Common Stock" has the meaning set forth in the recitals.

"Closing Date" has the meaning set forth in the Investment Agreement.

"Commission" means the Securities and Exchange Commission or any other federal agency administering the Securities Act.

"Common Stock" means the common stock, par value $0.01 per share, of the Company (i) into which the Class A Common Stock held by the Investor shall automatically convert pursuant to its terms and (ii) purchased by Investor pursuant to the exercise of the Purchase Rights and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or other similar reorganization.

"Company" has the meaning set forth in the preamble.

"Control" means the power to direct the affairs of a Person by reason of ownership of Voting Securities, by contract or otherwise.

"Covered Person" has the meaning set forth in Section 4.1(a).

"Demand Registration" has the meaning set forth in Section 2.1(a).

"Designated Stock" has the meaning set forth in Section 3.5(b)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Governmental Entity" means any federal, state, local or foreign court, legislative, executive or regulatory authority or agency.

"Holdback Period" means, with respect to any registered offering covered by this Agreement, (i) ninety days after and during the ten days before, the effective date of the related Registration Statement or, in the case of a takedown from a shelf registration statement, ninety days after the date of the prospectus supplement filed with the Commission in connection with such takedown and during such prior period (not to exceed ten days) as the Company has given reasonable written notice to the holder of Registrable Securities or (ii) such shorter period as Investor, the Company and the underwriter of such offering, if any, shall agree.

"Independent Director" means an individual who, as a member of the Board following the Closing Date, would be independent of the Company under the rules of the New York Stock Exchange, Inc. or such other securities exchange on which the Common Stock is listed.

"Initial Unaffiliated Director" has the meaning set forth in Section 1.1(a).

"Investment" has the meaning set forth in the recitals.

"Investment Agreement" has the meaning set forth in the recitals.

"Investor" has the meaning set forth in the preamble.

"Investor Affiliate" means an Affiliate of Investor other than any "portfolio company" (as such term is customarily used among institutional investors) of Investor or any Affiliate of Investor.

"Investor Cessation Date" has the meaning set forth in Section 6.1.

"Investor Designees" has the meaning set forth in Section 1.1(a).

"Investor Fund" shall mean Warburg Pincus Private Equity IX, L.P., a Delaware limited partnership, or any Successor Fund that Beneficially Owns Common Stock.

"Investor Group" means Investor, Investor Fund and any Investor Affiliate.

"Investor Percentage Interest" means the percentage of Total Voting Power, determined on the basis of the number of Voting Securities actually outstanding, that is controlled directly or indirectly by Investor Group, including as Beneficially Owned.

"Investor Permitted Transferee" means each of (i) Investor Fund, (ii) an Investor Affiliate, (iii) the owners of Investor, including Beneficial Owners of any owners of Investor, in connection with any liquidation of, or a distribution with respect to equity interests owned in, Investor (including but not limited to any distributions by the owners of Investor to their Beneficial Owner) or (iv) any financial institution that acquires shares of Common Stock pursuant to Section 3.1(a)(iii).

"MI Corp." has the meaning set forth in the recitals.

"MI Designees" has the meaning set forth in Section 1.1(a).

"New Stock" means common stock of the Company or securities convertible into or exchangeable for common stock of the Company offered in a public or nonpublic offering by the Company.

"Person" means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or department or agency thereof.

"Piggyback Registration" has the meaning set forth in Section 2.2(a).

"Private Placement" has the meaning set forth in Section 3.5(b)(ii).

"Public Offering" means an offering of Common Stock pursuant to a Registration Statement filed in accordance with the Securities Act.

"Purchase Rights" has the meaning set forth in the recitals.

"Qualified Equity Offering" means a public or nonpublic offering of common stock of the Company or securities convertible into or exchangeable for common stock of the Company (collectively, "New Stock") solely for cash and not pursuant to a Special Registration; provided, however, that none of the following offerings shall constitute a Qualified Equity Offering: (i) any offering pursuant to any stock purchase plan, stock ownership plan, stock option plan or other similar plan where stock is being issued or offered to a trust, other entity or otherwise, to or for the benefit of any employees, officers, consultants, directors, customers, lenders or vendors of the Company, or (ii) any offering made as part of or in connection with a merger or acquisition, a partnership or joint venture or strategic alliance or investment by the Company or a similar non-capital-raising transaction.

"Register," "registered" and "registration" refers to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement, and compliance with applicable state securities laws of such states in which Shareholders notify the Company of their intention to offer Registrable Securities.

"Registrable Securities" means (i) all Common Stock, (ii) any other stock or securities that the Shareholders of the Common Stock may be entitled to receive, or will have received pursuant to such Shareholders' ownership of the Common Stock, in lieu of or in addition to Common Stock, or (iii) any equity securities issued or issuable directly or indirectly with respect to the securities referred to in the foregoing clauses (i) or (ii) by way of conversion or exchange thereof or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization. As to any particular securities constituting Registrable Securities, such securities will cease to be Registrable Securities when (w) they have been effectively registered or qualified for sale by prospectus filed under the Securities Act and disposed of in accordance with the Registration Statement covering therein, (x) they have been sold to the public pursuant to Rule 144 or Rule 145 or other exemption from registration under the Securities Act or (y) they have been acquired by the Company.

"Registration Expenses" has the meaning set forth in Section 2.4(a).

"Registration Request" has the meaning set forth in Section 2.1(a). The term Registration Request will also include, where appropriate, a Short-Form Registration request made pursuant to Section 2.1(c).

"Registration Statement" means the prospectus and other documents filed with the Commission to effect a registration under the Securities Act.

"Rule 144" means Rule 144 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 144A" means Rule 144A under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 145" means Rule 145 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Rule 415" means Rule 415 under the Securities Act or any successor or similar rule as may be enacted by the Commission from time to time, as in effect from time to time.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations thereunder, as in effect from time to time.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder and any other Registration Expenses required by law to be paid by a selling Shareholder.

"Shareholder" means any Investor Permitted Transferee who holds outstanding Registrable Securities and is or becomes a party to this Agreement.

"Shareholders' Counsel" has the meaning set forth in Section 2.4(b).

"Short-Form Registrations" has the meaning set forth in Section 2.1(c).

"Special Registration" means the registration of (i) equity securities and/or options or other rights in respect thereof solely registered on Form S-4 or Form S-8 (or successor form) or (ii) shares of equity securities and/or options or other rights in respect thereof to be offered to directors, members of management, employees, consultants, customers, lenders or vendors of the Company or its direct or indirect subsidiaries or in connection with dividend reinvestment plans.

"Standstill Termination Date" has the meaning set forth in Section 3.2(c).

"Successor Fund" means one or more successor funds to the Investor Fund, each of which is Controlled by Warburg Pincus LLC and/or Warburg Pincus & Co. (or a Controlled Affiliate of one of such entities) and is managed by Warburg Pincus LLC or its Affiliates.

"Supermajority Vote" means the affirmative vote of at least eight members of the Board.

"Total Voting Power" at any time shall mean the total combined voting power in the general election of directors of all the Voting Securities then outstanding.

"Transactions" has the meaning set forth in the Investment Agreement.

"Voting Securities" means, at any time, shares of any class of equity securities of the Company, which are then entitled to vote generally in the election of directors.

5.2 Terms Generally. The words "hereby", "herein", "hereof", "hereunder" and words of similar import refer to this Agreement as a whole and not merely to the specific section, paragraph or clause in which such word appears. All references herein to Articles and Sections shall be deemed references to Articles and Sections of this Agreement unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The definitions given for terms in this Article V and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. References herein to any agreement or letter (including the Investment Agreement) shall be deemed references to such agreement or letter as it may be amended, restated or otherwise revised from time to time.

ARTICLE VI

MISCELLANEOUS

6.1 Term. This Agreement will be effective as of the date hereof and will continue in effect thereafter until the earliest of (a) its termination by the consent of all parties hereto or their respective successors in interest (with the consent of a majority of Independent Directors who are not Investor Designees), (b) except for those provisions of this Agreement that terminate as of a date specified in such provisions, which provisions shall terminate in accordance with the terms thereof, the date on which Investor Group ceases to hold any shares of Registrable Securities ("Investor Cessation Date") and (c) the dissolution, liquidation or winding up of the Company.

6.2 No Inconsistent Agreements. The Company will not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement or grant any registration rights to any other Person without obtaining the prior approval of Investor.

6.3 Legend.

(a) All certificates representing the shares of Common Stock held by each Shareholder shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A SHAREHOLDERS AGREEMENT (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES

REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT AND (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SHAREHOLDERS AGREEMENT."

(b) Upon the permitted sale of any shares of Common Stock pursuant to (i) an effective Registration Statement under the Securities Act or pursuant to Rule 144 or (ii) another exemption from registration under the Securities Act or upon the termination of this Agreement, the certificates representing such shares of Common Stock shall be replaced, at the expense of the Company, with certificates or instruments not bearing the legends required by this Section 6.3 provided that the Company may condition such replacement of certificates under the foregoing clause (ii) upon the receipt of an opinion of securities counsel reasonably satisfactory to the Company.

6.4 Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company (to the extent approved by a majority of Independent Directors who are not Investor Designees) and Investor. A copy of each such amendment shall be sent to each Shareholder and shall be binding upon each party hereto, provided that the failure to deliver a copy of such amendment shall not impair or affect the validity of such amendment.

6.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of and be enforceable by the Company and its successors and permitted assigns and will be binding upon Investor and its successors and permitted assigns. This Agreement will inure to the benefit of and be enforceable by Investor and solely with respect to Article II and Article IV, any Shareholder who is a permitted assignee hereunder. Notwithstanding the foregoing, no member of Investor Group may assign its rights under this Agreement without the prior written consent of the Company, provided that, subject to Section 3.1, Investor may assign its rights under Article II and Article IV, absent such consent, in connection with a sale, transfer or disposition to any Investor Permitted Transferee who is a Shareholder. Notwithstanding anything to the contrary in this Agreement, the Company may assign this Agreement in connection with a merger, reorganization or sale, transfer or contribution of all or substantially all of the assets or shares of the Company to any Person; provided, that such Person expressly or by operation of law or otherwise assumes the due and punctual performance and observance of every covenant, agreement and condition of this Agreement to be performed and observed by the Company.

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

6.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

6.8 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

6.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin regardless of the laws that might otherwise govern under applicable principles or rules of conflicts of law to the extent such principles or rules are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.

6.10 Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of any federal or state court located in the State of Wisconsin, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby (and agrees not to commence any such suit, action or other proceeding except in such courts). Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth or referred to in Section 6.14 shall be effective service of process for any such suit, action or other proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or other proceeding in the above-named courts, or that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

6.11 Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party (a) certifies and acknowledges that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it understands and has considered the implications of this waiver and makes this waiver voluntarily, and that it and the other parties have been induced to enter into the Agreement by, among other things, the mutual waivers and certifications in this Section 6.11.

6.12 Enforcement; Attorneys' Fees. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof, provided that no Shareholder will have any right to an injunction to prevent the filing or effectiveness of any Registration Statement of the Company. In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall be entitled to recover reasonable attorneys' fees in addition to its costs and expenses and other available remedies.

6.13 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns, all of whom shall be third party beneficiaries of this Agreement, provided that the Persons indemnified under Article IV are intended third party beneficiaries of Article IV.

6.14 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed, certified or registered mail with postage prepaid, (c) sent by reputable overnight courier or (d) sent by fax (provided a confirmation copy is sent by one of the other methods set forth above), as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company, to it at:

Metavante Corporation
4900 West Brown Deer Road
Milwaukee, WI 53223-2459
Attention: Frank Martire
President and Chief Executive Officer
Facsimile: 414-362-1705

with a copy to (which shall not constitute notice):

Metavante Corporation
4900 West Brown Deer Road
Milwaukee, WI 53223-2459
Attention: Norrie Daroga
Executive Vice President, Chief Risk Officer and Secretary
Facsimile: 414-362-1705

If to Investor, to it at:

WPM, L.P.
c/o Warburg Pincus Private Equity IX, L.P.
466 Lexington Avenue
New York, New York 10017
Attention: James Neary
Facsimile: 212-878-9351

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Andrew R. Brownstein
Igor Kirman
Facsimile: (212) 403-2000

If to any other Shareholder, to its address set forth on the signature page of such Shareholder to this Agreement with a copy (which shall not constitute notice) to any party so indicated thereon.

All notices and other communications hereunder shall be in writing and shall be deemed duly given (w) on the date of delivery if by personal delivery, (x) upon confirmation of receipt if delivered by facsimile, (y) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service (z) when received if delivered by certified or registered mail, return receipt requested, postage prepaid.

6.15 Entire Agreement . This Agreement, constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

METAVANTE TECHNOLOGIES, INC

By: /s/ Randall J. Erickson
Name: Randall J. Erickson
Title: Vice President and Secretary

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ James Neary
Name: James Neary
Title: Managing Director

Exhibit 4.2

METAVANTE TECHNOLOGIES, INC.
STOCK PURCHASE RIGHT AGREEMENT

Stock Purchase Right Agreement, dated as of November 1, 2007, (as it may be amended from time to time, this "Agreement") between Metavante Technologies, Inc., a Wisconsin corporation (the "Company"), and WPM, L.P., a Delaware limited partnership ("Investor").

WHEREAS, pursuant to an Investment Agreement, dated as of April 3, 2007 (the "Investment Agreement") among the Company, Marshall & Ilsley Corporation, a Wisconsin corporation ("MI Corp"), Metavante Corporation, a Wisconsin corporation, Montana Merger Sub Inc., a Wisconsin corporation, and Investor, Investor has agreed to acquire, on the terms and subject to the conditions set forth in the Investment Agreement, newly issued shares of Class A common stock, par value $0.01 per share, of the Company, which shares shall be converted into shares of common stock, par value $0.01 per share, of the Company (the "Common Shares"); and

WHEREAS, the parties intend that on the terms and subject to the conditions hereof, Investor will own 25% of the Common Shares, on a fully diluted basis, upon consummation of the Share Issuance (as defined in the Investment Agreement) and the purchase of all the Subject Shares, and are entering into this Agreement in furtherance of that connection;

WHEREAS, this Agreement shall be effective as of the Closing Date of the Investment Agreement (the "Effective Time").

1. Purchase Right Upon the terms and subject to the conditions set forth in this Agreement, the Company hereby grants to the Investor the right to purchase from the Company (the "Purchase Right") the Subject Shares at the Purchase Prices; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the total number of Subject Shares that may be purchased under this Agreement shall equal one third of the aggregate number of Common Shares that may be issued under the Subject Employee Options as of immediately following the Distribution, subject to reduction, if any, pursuant to Section 3.1(b) hereof. Immediately prior to the Effective Time, there were (i) options to purchase 3,833,566 shares of common stock of MI Corp. outstanding that will be converted into Subject Employee Options pursuant to Section 6.2(a) of the Employee Matters Agreement and (ii) options to purchase 1,898,750 shares of common stock of MI Corp. outstanding that will be converted into Subject Employee Options pursuant to Section 6.2(c) of the Employee Matters Agreement (the options referred to in clause (i) and (ii) being referred to collectively herein as the "Applicable MI Options"). Within five business days after the determination of the number of Subject Employee Options into which the Applicable MI Options are convertible pursuant to the Employee Matters Agreement, the Company shall deliver to Investor a schedule setting forth, with respect to each Subject Employee Option into which the Applicable MI Options were converted pursuant to the Employee Matters Agreement, the expiration date, exercise price and number of Common Shares underlying such Subject Employee Option.

2. Expiration Date. In no event may the Purchase Right be exercised, in whole or in part, after the earlier of (i) the date that is forty-five days after the Quarterly Notice (as defined herein) is given in respect of the calendar quarter in which all Subject Employee Options expire, (ii) the date that all Subject Shares (as they may have been reduced pursuant to Section 3.1(b)) have been purchased by the Investor or (iii) ten years from the date hereof, unless the Board shall extend the expiration date of any of the Subject Employee Options beyond the end of such ten-year period, in which case the Purchase Right shall be similarly extended (the "Expiration Date").

3. Exercise of Purchase Right.

3.1. Quarterly Notice and Reduction of Right

(a) No later than the last day of each month following the end of each calendar quarter prior to the Expiration Date, the Company shall give the Investor a notice setting forth the following: (i) the aggregate number of Common Shares issued during such quarter upon the exercise of Subject Employee Options (ii) the aggregate exercise price of such Subject Employee Options for such Common Shares, and (iii) the Subject Employee Options that expired unexercised or were forfeited during such quarter (the "Quarterly Notice"). The Quarterly Notice shall be accompanied by a schedule setting forth, in the form of tranches of the same exercise dates and exercise prices, all unexercised Subject Employee Options as of the end of such quarter.

(b) The Subject Shares shall be automatically reduced by a number equal to one third of the Common Shares issuable (x) under Subject Employee Options that expire unexercised or are forfeited and (y) under Out of the Money Options as provided in Sections 3.2(a) and 3.2(c).

3.2. Method of Exercise.

(a) The Purchase Right shall automatically be deemed exercised to purchase a whole number of Subject Shares equal to one third of the aggregate number of Common Shares issued under the Subject Employee Options during each calendar quarter the exercise prices of which equal or are less than the Fair Market Value as of the date of exercise of the Purchase Right for such Subject Shares (each such Subject Employee Option, an "In-the Money Option") and for an aggregate Purchase Price equal to one third of the aggregate exercise prices of such In-the-Money Options for such Common Shares, in each case as specified in the Quarterly Notice with respect to such quarter (it being understood that this number shall not be reduced for any such Common Shares that are withheld from employees to pay the exercise price of such Subject Employee Options, or any withholding taxes due, pursuant to net vesting settlement and similar provisions). Such purchase shall take place 45 days following the date the Quarterly Notice is given (or the first business day following such 45th day, if such day is not a business day). Following the Quarterly Notice and prior to such date of purchase, the Investor may deliver to the Company a notice (the "Cash Payment Notice") electing to pay such Purchase Price by a Cash Payment, in which case the Cash Payment shall be made on the same date the Cash Payment Notice is delivered to the Company. In the event the Cash Payment Notice is not given and/or such payment is not so

made with respect to any Quarterly Notice, such Purchase Price shall be paid by the Company withholding from the number of Subject Shares to be delivered to the Investor a number of Subject Shares having an aggregate Fair Market Value, determined as of the close of business on the business day immediately before the date of purchase, equal to such Purchase Price, which date shall also be deemed the date of exercise of the Purchase Right for purposes of determining the In-the Money Options and Out of the Money Options. Any fraction of a Subject Share which would be required to pay such Purchase Price shall be disregarded and the remaining amount due shall be paid in cash by the Investor. Upon the purchase of any Subject Shares pursuant to this Section 3.2(a), the number of Subject Shares remaining shall be reduced by the number of Subject Shares so purchased. The Subject Shares shall also be reduced by a number equal to one third of the number of Common Shares issued during each calendar quarter pursuant to Out of the Money Options.

(b) In the event the Investor sells, transfers, assigns or otherwise disposes of (whether by operation of law or otherwise) (but only in the event that the Purchase Right is not accelerated under Section 3.2(c) in connection with such event), to a third party that is not an affiliate of the Investor or distributes to its limited partners (collectively, "Transfers"), any of the Common Shares it acquired on the date of the Distribution, but not any Common Shares that it thereafter acquired in excess of such Common Shares, it may exercise the Purchase Right for a whole number of Subject Shares equal to the applicable Acceleration Subject Shares and for a purchase price equal to the related Acceleration Purchase Price, by delivering to the Company an irrevocable exercise notice within 10 days of such sale (the "Acceleration Notice"). The Acceleration Notice shall set forth the number of Common Shares that have been sold by the Investor, the dates of sales thereof, shall certify that such Notice is being given in accordance with Section 3.2(b), and shall specify whether the Investor wishes to pay the Purchase Price by a Cash Payment or through the Company withholding from the Subject Shares to be delivered to the Investor a number of Subject Shares having an aggregate Fair Market Value, determined as of the date the Acceleration Notice is given, equal to the aggregate Acceleration Purchase Price. Within 10 business days of receiving the Acceleration Notice, the Company shall give the Investor notice (the "Acceleration Details Notice") of the Acceleration Purchase Price applicable to the Acceleration Notice as well as of its calculation of the number of Acceleration Subject Shares being purchased by the Investor pursuant to such Acceleration Notice. In the event that Investor elected to pay the Acceleration Purchase Price in cash, it shall deliver the Acceleration Purchase Price specified in the Acceleration Notice no later than three days following the giving of such Acceleration Details Notice. Upon the purchase of any Acceleration Subject Shares pursuant to this Section 3.2(b), the number of Subject Shares remaining shall be reduced by the number of Acceleration Subject Shares so purchased.

(c) Immediately prior to (i) any event causing the simultaneous acceleration of the vesting, or automatic exercise, of all the Subject Employee Options or (ii) a merger or other business combination involving the Company in which the Common Shares are converted into the right to receive cash in exchange for such Common Shares, the Purchase Right shall automatically be deemed exercised for all Subject Shares then still subject to the Purchase Right. The Purchase Price shall be an amount equal to the related Acceleration Purchase Price. Such Purchase Price shall be paid by the Company withholding from the number of Subject Shares to be delivered to the Investor a number of Subject Shares having

an aggregate Fair Market Value, determined as of three business days before the date of such acceleration, equal to such Purchase Price. Any fraction of a Subject Share which would be required to pay such Purchase Price shall be disregarded and the remaining amount due shall be paid in cash by the Investor. The Subject Shares shall be reduced by a number equal to one third of the number of Common Shares subject to Out of the Money Options as of the date of an acceleration pursuant to this Section 3.2(c).

(d) The Purchase Right may be exercised by the Investor solely as and to the extent expressly set forth in this Section 3.2. In no event may the Purchase Right be exercised after it terminates as set forth in Section 2. No certificate representing a Subject Share shall be delivered until the full purchase price therefore has been paid. Notwithstanding anything to the contrary contained in this Agreement, the Company shall have no obligation to issue any fraction of a Subject Share under this Agreement, all of which shall be disregarded.

4. Additional Terms and Conditions of Purchase Right.

4.1. Nontransferability of Purchase Right. The Purchase Right is exercisable only by the Investor. The Purchase Right may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Purchase Right, shall be null and void.

4.2. Investment Representation.

(a) The Investor hereby represents and warrants that (a) any Common Shares purchased upon exercise of the Purchase Right will be purchased for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, the Investor shall submit a written statement, in form reasonably satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of purchase of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable.

(b) All Subject Shares issued under this Agreement shall bear the legend specified in Section 6.3 of the Shareholders Agreement.

4.3. Adjustment. In the event of any adjustment (i) in the Common Shares issuable upon exercise of Subject Employee Options or (ii) the terms of any of the Subject Employee Options, including the exercise prices, in each case including as a result of stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, the Subject Shares and the terms and conditions thereof (including without limitation the Purchase Price thereof) shall be equitably adjusted by the Board in the same manner as the Subject Employee Options.

4.4. Compliance with Applicable Law. The Purchase Right is subject to the condition that if the listing, registration or qualification of the Subject Shares upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or reasonably desirable as a condition of, or in connection with, the purchase or delivery of Subject Shares, the Purchase Right may not be exercised, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained. The Company and the Investor agree to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent or approval.

4.5. Delivery of Certificates. Upon the exercise of the Purchase Right, in whole or in part, the Company shall deliver or cause to be delivered one or more certificates representing the number of shares purchased against full payment therefore, subject to Section 4.2(b).

4.6. Purchase Right Confers No Rights as Stockholder. The Investor shall not be entitled to any privileges of ownership with respect to Subject Shares unless and until purchased and delivered upon the exercise of the Purchase Right, in whole or in part, and the Investor becomes a stockholder of record with respect to such delivered shares; and the Investor shall not be considered a stockholder of the Company with respect to any such shares not so purchased and delivered previously.

4.7. Company to Reserve Shares. The Company shall at all times prior to the expiration or termination of the Purchase Right reserve and keep available, either in its treasury or out of its authorized but unissued common shares, the full number of shares subject to the Purchase Right from time to time.

4.8. Shareholders Agreement. Any Subject Shares issued upon exercise of the Purchase Right shall be subject to the provisions of the Shareholders Agreement, and shall be shares of "Common Stock" that are "Beneficially Owned" by Investor for purposes of the Shareholders Agreement; provided, however, that no exercise of the Purchase Right shall in itself constitute a violation of Section 3.2(a) of the Shareholders Agreement. Without limiting the generality of the foregoing, such Subject Shares shall be subject to (i) the registration rights provisions of Article II of the Shareholders Agreement, (ii) the transfer restriction provisions of Section 3.1 of the Shareholders Agreement, and (iii) the provisions of Section 6.3.

4.9. Defined Terms. Capitalized terms used in this Agreement have the following meanings:

"Acceleration Purchase Price" shall mean with respect to any Acceleration Subject Shares, one third of the aggregate exercise price of the Subject Employee Options to the extent used in determining such Acceleration Subject Shares.

"**Acceleration Subject Shares"** shall mean (x) in the case of Section 3.2(b) a number of Subject Shares equal to one third of a percentage of the Reference Common Shares

that is equal to the percentage of the Common Shares transferred by the Investor and in respect of which an Acceleration Notice had not been delivered previously, and (y) in the case of Section 3.2(c) a number of Subject Shares equal to one third of all Common Shares subject to then outstanding Subject Employee Options the exercise prices of which equal or are less than the Fair Market Value as of the date of an acceleration pursuant to Section 3.2(c).

"Board" shall mean the Board of Directors of the Company, excluding any Investor Designees (as defined in the Shareholders Agreement).

"Cash Payment" shall mean a wire transfer of immediately available funds to such account as the Company may specify from time to time.

"Distribution" shall have the meaning ascribed thereto in the Employee Matters Agreement.

"Employee Matters Agreement" shall mean that certain Employee Matters Agreement, dated as of April 3, 2007, between the Company, New M&I Corporation, and the other parties thereto, as amended.

"Fair Market Value" shall mean the closing transaction price of a Common Share as reported in the New York Stock Exchange Composite Transactions (or the equivalent reporting system for any other national securities exchange on which the Common Shares are primarily listed) on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if the Common Shares are not listed on any national securities exchange, the Fair Market Value may be determined by the Board by whatever means or method as the Board, in the good faith exercise of its discretion, shall at such time deem appropriate.

"MVT Option" shall have the meaning ascribed thereto in the Employee Matters Agreement

"Out of the Money Options" shall mean (x) in the case of Section 3.2(a), Subject Employee Options the exercise prices of which are greater than the Fair Market Value as of the date of exercise of the Purchase Right for such Common Shares, and (y) in the case of Section 3.2(c), Subject Employee Options the exercise prices of which are greater than the Fair Market Value as of the date of an acceleration pursuant to such Section 3.2(c).

"Purchase Prices" shall mean the purchase prices for which the Investor may purchase Subject Shares hereunder.

"Reference Common Shares" shall mean, as of any time of determination, the Common Shares subject to those Subject Employee Options (i) that are outstanding, unexercised and vested, (ii) the exercise prices of which equal or are less than the Fair Market Value as of such date, (iii) not previously used in determining the Acceleration Subject Shares in connection with any Acceleration Notice, and (iv) have the earliest grant dates (when compared to other Subject Employee Options that meet the specifications in clause (i) – (iii) immediately above).

"Shareholders Agreement" shall mean that certain Shareholders Agreement, dated as of November 1, 2007, among the Company, the Investor and any other Shareholders (as defined therein) that become a party thereto, as amended from time to time.

"Subject Employee Options" shall mean the MVT Options outstanding effective immediately after the Distribution.

"Subject Shares" shall mean the Common Shares issuable pursuant to Section 3 hereof.

5. Miscellaneous Provisions.

5.1. Successors. This Agreement shall be binding upon and inure to the benefit of the Investor, the Company and the successors and assigns of the Company. The Investor may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

5.2. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) upon confirmation of receipt if delivered by telecopy or telefacsimile, (c) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (d) on the date received if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to the Company to:

Metavante Technologies, Inc.
4900 West Brown Deer Rd.
Milwaukee, Wisconsin 53223
Fax: (414) 362-1705
Attention: Norrie J. Daroga, Esq.

with a copy to:

Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497
Fax: (414) 978-8786
Attention: Conrad G. Goodkind, Esq.

if to Investor, to:

WPM, L.P.
c/o Warburg Pincus & Co.
466 Lexington Avenue
New York, New York 10017
Fax: (212) 878-9351
Attention: James Neary

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street New York,
New York 10019
Fax: (212) 403-2000
Attention: Andrew R. Brownstein, Esq.
Igor Kirman, Esq.

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

5.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without giving effect to choice of law principles thereof).

5.4. Consent to Jurisdiction. Each of Investor and the Company irrevocably agrees that any legal action or proceeding with respect to this Agreement, any provision hereof, the breach, performance, validity or invalidity hereof or for recognition and enforcement of any judgment in respect hereof brought by another party hereto or its successors or permitted assigns may be brought and determined in any federal or state court located in the State of Wisconsin, and each of Investor and the Company hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each of Investor and the Company hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, any provision hereof or the breach, performance, enforcement, validity or invalidity hereof, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable laws, that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper and (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

5.5. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE

EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO IT THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.5.

5.6. Counterparts. This Agreement may be executed in two counterparts each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

5.7. Descriptive Headings . The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.8. Amendments and Waivers . The provisions of this Agreement may be amended or waived only upon the prior written consent of the Company (to the extent approved by a majority of Independent Directors who are not Investor Designees, each as defined in the Shareholders Agreement) and Investor.

5.9. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements, understandings, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

METAVANTE TECHNOLOGIES, INC.

By: /s/ Randall J. Erickson
Name: Randall J. Erickson
Title: Vice President and Secretary

WPM, L.P.

By: WPM GP, LLC, its general partner

By: /s/ James Neary
Name: James Neary
Title: Managing Director

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Exhibit 4.3.1

EXECUTION COPY

$2,000,000,000

CREDIT AGREEMENT

among

METAVANTE TECHNOLOGIES, INC.,

as Holdings

METAVANTE CORPORATION,

as Borrower,

The Several Lenders from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent,

LEHMAN COMMERCIAL PAPER INC.

and

BAIRD FINANCIAL CORPORATION,

as Documentation Agents,

and

MORGAN STANLEY SENIOR FUNDING INC.,

as Syndication Agent

Dated as of November 1, 2007

J.P. MORGAN SECURITIES INC. and MORGAN STANLEY SENIOR FUNDING INC.,

as Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES:

EXHIBITS:

CREDIT AGREEMENT (this "Agreement"), dated as of November 1, 2007, among Metavante Technologies, Inc., a Wisconsin corporation ("Holdings"), Metavante Corporation, a Wisconsin corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents (in such capacity, the "Documentation Agents"), Morgan Stanley Senior Funding Inc., as syndication agent (in such capacity, the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as administrative agent.

The parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus $^{1}/_{2}$ of 1%. Any change in the ABR due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Acquired EBITDA": with respect to any Acquired Entity or Business for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of Consolidated EBITDA were references to such Acquired Entity or Business and its Subsidiaries (except to the extent such Acquired Entity or Business and its Subsidiaries will not constitute Restricted Subsidiaries immediately after giving effect to such acquisition)), all as determined on a consolidated basis for such Acquired Entity or Business.

"Acquired Entity or Business": as defined in the definition of the term "Consolidated EBITDA".

"Additional Lender": as defined in Section 2.23.

"Adjustment Date": as defined in the Applicable Pricing Grid.

"Administrative Agent": JPMorgan Chase Bank, N.A., together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agents": the collective reference to the Syndication Agent, the Documentation Agents and the Administrative Agent.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to (a) until the Closing Date, the aggregate amount of such Lender's Commitments at such time and (b) thereafter, the sum of (i) the aggregate then unpaid principal amount of such Lender's Term Loans and (ii) the amount of such Lender's Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender's Revolving Extensions of Credit then outstanding.

"Aggregate Exposure Percentage": with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Agreement": as defined in the preamble hereto.

"Applicable Amount": as of any date of determination (the "Reference Date"), an amount equal at such time to (a) the sum of, without duplication:

(i) an amount (which amount shall not be less than zero) equal to the cumulative amount of Excess Cash Flow for all fiscal years completed after the Closing Date and prior to the Reference Date minus the portion of such Excess Cash Flow that has been after the Closing Date and on or prior to the Reference Date (or will be) applied to the prepayment of Term Loans or Incremental Term Loans in accordance with Section 2.11(c);

(ii) an amount (which amount shall not be less than zero) equal to (x) the amount of Net Cash Proceeds from any Asset Sale for all fiscal years completed after the Closing Date and prior to the Reference Date minus (y) the portion of such Net Cash Proceeds that has been after the Closing Date and on or prior to the Reference Date (or will be) applied (A) to the prepayment of Term Loans or Incremental Term Loans in accordance with Section 2.11(b) or (B) pursuant to a Reinvestment Notice in accordance with Section 2.11(b);

(iii) the amount of Net Cash Proceeds of any capital contributions or other equity issuances of Qualified Capital Stock (other than any Specified Equity Contribution or any other capital contribution or equity issuances to the extent utilized in connection with other transactions permitted hereunder on or prior to the Reference Date) made or received by Holdings during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; and

minus (b) the sum of, without duplication:

(i) the aggregate amount of any Restricted Payments made by Holdings, the Borrower or any Restricted Subsidiary pursuant to Section 7.6(h)(i) after the Closing Date and on or prior to the Reference Date;

(ii) the aggregate amount of any Investments made by Holdings, the Borrower or any Restricted Subsidiary pursuant to Section 7.8(v)(ii) after the Closing Date and on or prior to the Reference Date; and

(iii) the aggregate amount of any optional or voluntary payment, prepayment, repurchase or redemption made by Holdings, the Borrower or any Restricted Subsidiary pursuant to clause (A)(II) of the proviso to Section 7.9(a).

"Applicable Margin": for each Type of Loan, the rate per annum set forth under the relevant column heading below:

	ABR Loans	Eurodollar Loans
Revolving Loans and Swingline Loans	0.625%	1.625%
Term Loans	0.75%	1.75%;

provided, that on and after the first Adjustment Date occurring after the completion of one fiscal quarter of the Borrower after the Closing Date, the Applicable Margin with respect to Revolving Loans and Swingline Loans and Term Loans will be determined pursuant to the Applicable Pricing Grid.

"Applicable Pricing Grid": the tables set forth below:

(a) with regard to Revolving Loans and Swingline Loans

Consolidated Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for ABR Loans	Commitment Fee Rate
2.00:1.00 or greater	1.625%	0.625%	0.50%
1.50:1.00 or greater, but less than 2.00:1.00	1.50%	0.50%	0.50%
Less than 1.50:1.00	1.375%	0.375%	0.375%

(b) with regard to Term Loans

Consolidated Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for ABR Loans
2.00:1.00 or greater	1.75%	0.75%
Less than 2.00:1.00	1.625%	0.625%

For the purposes of the Applicable Pricing Grid, changes in the Applicable Margin resulting from changes in the Consolidated Leverage Ratio shall become effective on the date (the "Adjustment Date") that is three Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 6.1 and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Applicable Pricing Grid shall apply. In addition, at all times while an Event of Default described in Section 8(a) or 8(f) shall have occurred and be continuing, the highest rate set forth in each column of the Applicable Pricing Grid shall apply. Each determination of the Consolidated Leverage Ratio pursuant to the Applicable Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 7.1.

"Application": an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

"Approved Fund": as defined in Section 10.6(b).

"Arrangers": J.P. Morgan Securities Inc. and Morgan Stanley Senior Funding Inc.

"Asset Sale": any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by Section 7.4 or Section 7.5 (other than clauses (e) and (h) of Section 7.5)) that yields gross proceeds to any Group Member (valued at the principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds in each case determined as of the date of payment of such gross proceeds to such Group Member).

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit E.

"Available Revolving Commitment": as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender's Revolving Commitment then in effect over (b) such Lender's Revolving Extensions of Credit then outstanding; provided, that in calculating any Lender's Revolving Extensions of Credit for the purpose of determining such Lender's Available Revolving Commitment pursuant to Section 2.8(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

"Benefitted Lender": as defined in Section 10.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Business": as defined in Section 4.17(b).

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) or other expenditures for internal development of software or associated with converting a new customer that should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries; provided, however, that Capital Expenditures for the Borrower and the Restricted Subsidiaries shall not include:

(a) expenditures to the extent they are made with proceeds of the Applicable Amount;

(b) expenditures that are accounted for as capital expenditures of such Person and that actually have been paid for by a third party (other than Holdings, the Borrower or any Restricted

Subsidiary thereof) and for which none of Holdings, the Borrower nor any Restricted Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such third party or any other Person (whether before, during or after such period);

(c) the purchase price of equipment or property purchased during such period to the extent the consideration therefor consists of any combination of (i) used or surplus equipment or property traded in at the time of such purchase and (ii) the proceeds of a reasonably concurrent sale of used or surplus equipment or property, in each case, in the ordinary course of business; and

(d) expenditures under vendor agreements that are satisfied through non-cash means including the delivery of product.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Cash Equivalents": (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Services ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within nine months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; or (i) solely with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of

the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-1" or the equivalent thereof or from Moody's is at least "P-1" or the equivalent thereof (any such bank being an "Approved Foreign Bank") and maturing within 12 months of the date of acquisition or other durations approved by the Administrative Agent and (ii) (A) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank or (B) other temporary investments (with maturities less than 12 months or other durations approved by the Administrative Agent) of a non-speculative nature which are made with preservation of principal as the primary objective and in each case in accordance with normal investment practices for cash management of such Foreign Subsidiaries.

"Closing Date": the date on which the conditions precedent set forth in Section 5.1 shall have been satisfied, which date is November 1, 2007.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Commitment": as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

"Commitment Fee Rate": initially, 0.50% per annum and thereafter, as defined in the Applicable Pricing Grid.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"Conduit Lender": any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

"Confidential Information Memorandum": the Confidential Information Memorandum dated October 9, 2007 and furnished to certain Lenders.

"Consolidated Current Assets": at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt of the Borrower and the Restricted Subsidiaries and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans or Swingline Loans to the extent otherwise included therein.

"Consolidated EBITDA": for any period consisting of four consecutive fiscal quarters, Consolidated Net Income for such period *plus*, without duplication and to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of: (a) income tax expense (and franchise taxes in the nature of income taxes) and foreign withholding tax expense for such period and any state single business unitary or similar tax; (b) consolidated interest expense and, to the extent not reflected in consolidated interest expense, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans) and any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk; (c) depreciation and amortization expense; (d) (i) any impairment charge or asset write-off related to intangible assets, long-lived assets, and investments in debt and equity securities pursuant to GAAP, (ii) all non-cash losses from investments recorded using the equity method, (iii) non-cash stock-based awards compensation expense (including, to the extent expensed in such period, relating to the vesting of warrants), and (iv) other non-cash charges (provided that if any non-cash charges referred to in this clause (iv) represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent when paid, and excluding amortization of a prepaid cash item that was paid in a prior period), in each case excluding any non-cash charge in respect of an item that was included in Consolidated Net Income in a prior period (items (d)(i) through (d)(iv). collectively, "Non-Cash Charges"); (e) fees, costs and expenses incurred to the extent covered by indemnification or refunding provisions in any Spin document, any Permitted Business Acquisition document, any document pertaining to any acquisition consummated prior to the Closing Date, or any insurance, or otherwise reimbursed (in each case, reasonably expected to be reimbursed within 180 days of the claim made therefor; provided, that if such expenses are not reimbursed within 180 days of the claim made therefor, for purposes of calculating Consolidated EBITDA for any fiscal period in which an add-back pursuant to this clause (e) has been taken, Consolidated EBITDA shall be re-calculated going forward excluding the add-back pursuant to this clause (e) for such period); (f) any costs or expenses incurred by Holdings and the Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent such costs or expenses are funded with cash proceeds contributed to the capital of Holdings or Net Cash Proceeds of an issuance of Capital Stock of Holdings Not Otherwise Applied; (g) extraordinary, unusual or non-recurring expenses, losses or charges (including, without limitation, expenses related to executive employment agreements, stay bonuses, severance costs and relocation costs), provided, however, the aggregate amount of extraordinary, unusual or non-recurring cash expenses, cash losses or cash charges referred to in this clause (g) for any period shall not exceed 5% of Consolidated EBITDA for such period; and (h) other accruals, payments and expenses related to the Spin incurred prior to the date falling six months after the Closing Date; *minus*, (a) without duplication and to the extent included in the statement of such Consolidated Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring income or gains (including gains or losses from Asset Sales and Sale and Lease-Back Transactions), (ii) income tax credits (to the extent not netted from income tax expense), (iii) any other non-cash income, (iv) any interest income and (v) gains on hedging or other derivative instruments entered into for the purpose of hedging interest rate risk and (b) (i) any cash payments made during such period in respect of Non-Cash Charges described above in clause (d) which cash payments are made subsequent to the fiscal quarter in which the relevant Non-Cash Charges were reflected as a charge in the statement of Consolidated Net Income, but only to the extent that such cash

payments do not exceed such Non-Cash Charges, all as determined on a consolidated basis and (ii) any Restricted Payments (or loans or advances) made to Holdings during such period pursuant to clause (c) of Section 7.6.

Furthermore, (A) there shall be included in determining Consolidated EBITDA for any period consisting of four consecutive fiscal quarters, without duplication, Acquired EBITDA of any Person, property, business (including the commencement of activities constituting such business) or asset acquired (other than in the ordinary course of business) by Holdings, the Borrower or any Restricted Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed of by Holdings, the Borrower or such Restricted Subsidiary (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business"), based on the actual Acquired EBITDA of such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition), (B) there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations (in each case, other than in the ordinary course of business) by Holdings, the Borrower or any Restricted Subsidiary during such period (each such Person, property, business (including the termination or discontinuance of activities constituting such business) or asset so sold or disposed of, a "Sold Entity or Business"), based on the actual Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer or disposition) and (C) such calculations shall include (I) such adjustments consistent with Regulation S-X under the Securities Act which would include cost savings resulting from head count reduction, closure of facilities and similar restructuring charges, and (II) such other adjustments related to projected or anticipated cost-savings or synergies related to any Permitted Business Acquisition that are factually supportable and certified by the chief financial officer of the Borrower (x) in detail reasonably acceptable to the Administrative Agent and (y) as having been commenced within 180 days following any such acquisition, disposition or operational change and as having been determined in good faith to be reasonably anticipated to be realizable within 12 months of such commencement; provided, however, the aggregate amount of the adjustments pursuant to this clause (C) for any period shall not exceed 10% of Consolidated EBITDA for such period.

For purposes of determining the Consolidated Leverage Ratio for any period of four consecutive quarters ending on or prior to March 31, 2008, Consolidated EBITDA will be deemed to be equal to (i) for the fiscal quarter ended on or around December 31, 2006, $107,641,000, (ii) for the fiscal quarter ended on or around March 31, 2007, $115,032,000, (iii) for the fiscal quarter ended on or around June 30, 2007, $113,589,000 and (iv) for the fiscal quarter ended on or around September 30, 2007, $130,239,000.

"Consolidated Leverage Ratio": as at the last day of any Reference Period, the ratio of (a) Consolidated Total Net Debt on such day to (b) Consolidated EBITDA for such period.

"Consolidated Net Income": for any period, the consolidated net income (or loss) of Holdings, the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Borrower or any other Restricted Subsidiary; (b) the income (or deficit) of any Person (other than a Restricted Subsidiary) in which Holdings, the Borrower or any of the Restricted Subsidiaries has an ownership interest, except to the extent that any such income is actually received by Holdings, the Borrower or such Restricted Subsidiary in the form of dividends or similar distributions; (c) the undistributed earnings of any Restricted Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other

than under any Loan Document) or Requirement of Law applicable to such Restricted Subsidiary; (d) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal or disposed or discontinued operations, in each case as determined in accordance with GAAP; and (e) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of businesses, as determined in accordance with GAAP.

"Consolidated Total Net Debt": at any date, the aggregate principal amount of all Indebtedness of the Borrower and the Restricted Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP net of unencumbered and unrestricted cash and Cash Equivalents.

"Consolidated Working Capital": at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

"Continuing Directors": the directors of Holdings on the Closing Date, after giving effect to the transactions contemplated hereby, and each other director, if, in each case, such other director's nomination for election to the board of directors of Holdings is recommended by at least 66-2/3% of the then Continuing Directors.

"Contractual Obligation": 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.

"Control Investment Affiliate": as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Cure Right": as defined in Section 8.

"Default": any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Disposition": with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Documentation Agents": as defined in the preamble hereto.

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any Subsidiary or any of its Subsidiaries organized under the laws of any jurisdiction within the United States.

"ECF Percentage": 50%; provided, that, with respect to each fiscal year ending after December 31, 2007, the ECF Percentage shall be reduced to 25% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 4.25 to 1.00 and shall be reduced to 0% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 3.50 to 1.00.

"Environmental Laws": any and all foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment, as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Eurodollar Loans": Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on the Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on such page (or otherwise on such screen), the "Eurodollar Rate" shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent is offered Dollar deposits at or about 11:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurodollar Tranche": the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 8, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal year, (iv) the aggregate net amount of non-cash loss on the Disposition of property by Holdings and the Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income and (v) the amount of any Capital Expenditures or Permitted Business Acquisitions referred to below in clause (b)(iv) not made in the 180-day period referred to below in clause (b)(iv) over (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such Consolidated Net Income, (ii) the aggregate amount actually paid by Holdings and the Restricted Subsidiaries in cash during such fiscal year on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures and any such expenditures financed with the proceeds of any Reinvestment Deferred Amount), (iii) the aggregate consideration

actually paid by the Borrower and its Restricted Subsidiaries in cash during such fiscal year in respect of Permitted Business Acquisitions permitted under Section 7.8 to the extent such Permitted Business Acquisition is not financed, or intended to be financed, using the proceeds of the incurrence of long-term Indebtedness, (iv) Capital Expenditures and Permitted Business Acquisitions that the Borrower or any Restricted Subsidiary shall, during such fiscal year, become obligated to make (in each case, pursuant to a binding agreement with a Person not an Affiliate of the Borrower), but that are not made during such Period, provided that the Borrower shall deliver a certificate to the Administrative Agent in connection with the delivery of the Excess Cash Flow certificate for such fiscal year, signed by the chief financial officer or treasurer of the Borrower and certifying that such Capital Expenditures or Permitted Business Acquisition are reasonably expected to be completed in the first 180 days of the following fiscal year, (v) the aggregate amount of all prepayments of Revolving Loans and Swingline Loans during such fiscal year to the extent accompanying permanent optional reductions of the Revolving Commitments and all optional prepayments of the Term Loans and Incremental Term Loans during such fiscal year, (vi) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Term Loans) of the Borrower and the Restricted Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (vii) increases in Consolidated Working Capital for such fiscal year, and (viii) the aggregate net amount of non-cash gain on the Disposition of property by Holdings and the Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income.

"Excess Cash Flow Application Date": as defined in Section 2.11(c).

"Excluded Foreign Subsidiary": any Foreign Subsidiary in respect of which either (a) the pledge of all of the Capital Stock of such Subsidiary as Collateral or (b) the guaranteeing by such Subsidiary of the Obligations or pledging of the assets of such Foreign Subsidiary to secure the Obligations, would, in the good faith judgment of the Borrower, result in adverse tax consequences to the Borrower.

"Existing Term Loans": as defined in Section 2.23.

"Facility": each of (a) the Term Commitments and the Term Loans made thereunder (the "Term Facility") and (b) the Revolving Commitments and the extensions of credit made thereunder (the "Revolving Facility").

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by JPMorgan Chase Bank, N.A. from three federal funds brokers of recognized standing selected by it.

"Fee Payment Date": (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

"Foreign Subsidiary": any Subsidiary of the Borrower that is not a Domestic Subsidiary.

"Funded Debt": as to any Person, all Indebtedness of such Person that matures more than one year from the date of its creation or matures within one year from such date but is renewable or extendible, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period

of more than one year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Loans.

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time, except that for purposes of Section 7.1, GAAP shall be determined on the basis of such principles in effect on the date hereof and consistent with those used in the preparation of the most recent audited financial statements referred to in Section 4.1(b). In the event that any "Accounting Change" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

"Governmental Authority": any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

"Group Members": the collective reference to Holdings, the Borrower and their respective Subsidiaries.

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement to be executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) 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 (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of

instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Holdings": as defined in the preamble hereto.

"Immaterial Subsidiary": any Subsidiary that is not a Material Subsidiary.

"Incremental Extension of Credit": as defined in Section 2.23.

"Incremental Facility Amendment": as defined by Section 2.23.

"Incremental Facility Closing Date": as defined in Section 2.23.

"Incremental Margin": as defined in Section 2.23.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all mandatorily redeemable preferred Capital Stock of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation (provided that if such Person has not assumed or otherwise become liable in respect of such Indebtedness, such Indebtedness shall be deemed to be in an amount equal to the lesser of (i) the book value of the property subject to such Lien and (ii) the principal amount of such Indebtedness), and (j) for the purposes of Section 8(e) only, all obligations of such Person in respect of Swap Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity to the extent such Indebtedness is required to be reflected on the balance sheet of such Person in accordance with GAAP, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Infringement": infringement, misappropriation, dilution or other violation.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) as to any ABR Loan (other than any Swingline Loan), the last day of each March, June, September and December (or, if an Event of Default as described in Section 8(a) or 8(f) is in existence, the last day of each calendar month) to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof and (e) as to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period": as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six (or, if agreed to by all Lenders under the relevant Facility, nine or twelve) months thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six (or, if agreed to by all Lenders under the relevant Facility, nine or twelve) months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not later than 11:00 A.M., New York City time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) the Borrower may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date or beyond the date final payment is due on the Term Loans;

(iii) any Interest Period 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 a calendar month; and

(iv) the Borrower shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Loan.

"Investment Agreement" the Investment Agreement dated as of April 3, 2007 among Parent, Holdings, the Borrower, the Investor and the other parties named therein.

"Investments": as defined in Section 7.8.

"Investor": WPM, L.P., a Delaware limited partnership and a Control Investment Affiliate of the Sponsor.

"Issuing Lender": JPMorgan Chase Bank, N.A. or any affiliate thereof, in its capacity as issuer of any Letter of Credit.

"Joint Venture": a joint venture or similar arrangement, whether in corporate, partnership or other legal form which is not a Subsidiary of the Borrower but in which the Borrower or any Restricted Subsidiary owns or controls any Capital Stock.

"L/C Commitment": $50,000,000.

"L/C Obligations": at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 3.5.

"L/C Participants": the collective reference to all the Revolving Lenders other than the Issuing Lender.

"Lenders": as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

"Letters of Credit": as defined in Section 3.1(a).

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the Security Documents, the Notes and any amendment, waiver, supplement or other modification to any of the foregoing.

"Loan Parties": each Group Member that is a party to a Loan Document.

"Majority Facility Lenders": the Majority Term Facility Lenders or the Majority Revolving Facility Lenders, as the case may be.

"Majority Revolving Facility Lenders": with respect to the Revolving Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Total Revolving Extensions of Credit outstanding (or, in the case prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

"Majority Term Facility Lenders": the Lenders of more than 50% of the aggregate unpaid principal amount of the Term Loan.

"Material Adverse Effect": a material adverse effect on (a) the business, operations, property or financial condition of Holdings and its Subsidiaries taken as a whole or (b) the validity or enforceability of any material provision of this Agreement or any of the other Loan Documents or any material rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

"Material Subsidiary" means any Subsidiary that provides 1% or more of the Consolidated EBITDA of, or holds 1% or more of the Total Tangible Assets of, Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP. Notwithstanding the foregoing, if as of the end of any quarterly or annual fiscal period of Holdings, Holdings and the Material Subsidiaries together represent less than 95% of Consolidated EBITDA of, or hold less than 95% of the Total Tangible Assets of, Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP, Holdings shall designate additional Subsidiaries as Material Subsidiaries such that, after giving effect to all such designations, Holdings and the Material Subsidiaries together represent at least 95% of Consolidated EBITDA and at least 95% of the Total Tangible Assets of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

"M&I": M&I Marshall & Ilsley Bank and its successors and assigns.

"Mortgaged Properties": the real properties listed on Schedule 1.1B, as to which the Administrative Agent for the benefit of the Lenders shall be granted a Lien pursuant to the Mortgages.

"Mortgages": each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Lenders, substantially in the form of Exhibit D (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded).

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents in an amount for any Asset Sale or Recovery Event in excess of $5,000,000 and in the aggregate for all Asset Sales and Recovery Events in any fiscal year in excess of $15,000,000 (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking fees, amounts required to be reserved for indemnification, adjustment of purchase price or similar obligations pursuant to the agreements governing such Asset Sale, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Non-Excluded Taxes": as defined in Section 2.19(a).

"Non-U.S. Lender": as defined in Section 2.19(d).

"Not Otherwise Applied": with reference to any amount of Net Cash Proceeds of any transaction or event that such amount (a) was not required to be applied to prepay the Loans pursuant to Section 2.11, and (b) was not previously applied in determining the permissibility of a transaction under the Loan Documents where such permissibility was (or may have been or concurrently will be) contingent on receipt of such amount or utilization of such amount for a specified purpose. The Borrower shall promptly notify the Administrative Agent of any application of such amount as contemplated by (b) above.

"Notes": the collective reference to any promissory note evidencing Loans.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"Other Taxes": any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent": Marshall & Ilsley Corporation, a Wisconsin corporation.

"Participant": as defined in Section 10.6(c).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Pension Act": shall mean the Pension Protection Act of 2006, as it presently exists or as it may be amended from time to time.

"Permitted Business Acquisition": any acquisition by the Borrower or any Restricted Subsidiary of all or substantially all of the assets of, or a majority of the outstanding Capital Stock (other than directors' qualifying shares and similar *de minimis* holdings required by applicable law) in, a Person or division or line of business of a Person, provided that: (i) immediately prior to, and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom; (ii) the Consolidated Leverage Ratio calculated after giving effect to such acquisition shall be less than the applicable Consolidated Leverage Ratio set forth in Section 7.1, in all cases calculated on a pro forma

basis as of the last day of the Reference Period ended as of the fiscal quarter most recently ended prior to the date of such acquisition for which financial statements have been or are required to be delivered pursuant to Section 6.1 (calculated as though all Indebtedness resulting from or incurred in connection with such Permitted Business Acquisition had been incurred at the beginning of the relevant Reference Period) and the Borrower shall have delivered to the Administrative Agent at least five days prior to such acquisition a certificate of a Responsible Officer of the Borrower to such effect, together with all financial information for such Subsidiary or assets that is reasonably requested by the Administrative Agent and available to the Borrower, and (B) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness (except for Indebtedness permitted by Section 7.2), and (iii) if less than all of the Capital Stock of a Person is acquired or such Person is a Foreign Subsidiary of the Borrower, the acquisition thereof and any Investments therein shall be permitted by Section 7.8(d)(ii).

"Permitted Disposition": (i) any sale or discount of past due accounts receivable in the ordinary course of business; (ii) (x) any lease as lessor or license as licensor of real property or personal property (including Intellectual Property) in the ordinary course of business and (y) any grant of options to purchase, lease or acquire real property or personal property (including Intellectual Property) in the ordinary course of business; and (iii) any sale or exchange of specific items of equipment, so long as the purpose of each sale or exchange is to acquire (and results within 360 days of such sale or exchange in the acquisition of) replacement items of equipment which are, in the reasonable business judgment of the Borrower and its Subsidiaries, the functional equivalent of the item of equipment so sold or exchanged and provided Administrative Agent has at all times after such acquisition a perfected Lien in the replacement property to the extent that the Administrative Agent has a Lien prior to such event, with the same priority or better than the equipment being sold or exchanged.

"Permitted Refinancing Indebtedness": any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to "Refinance"), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness); provided that (a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium thereon, any committed or undrawn amounts and underwriting discounts, fees, commissions and expenses, associated with such Permitted Refinancing Indebtedness), except as otherwise permitted under Section 7.2, (b) the final maturity date of such Permitted Refinancing Indebtedness is no earlier than the earlier of (i) the final maturity date of the Indebtedness being refinanced and (ii) the date that is 91 days after the final maturity of the Term Facility, (c) the weighted average life to maturity of such Permitted Refinancing Indebtedness shall be no shorter than the then remaining weighted average life to maturity of the Indebtedness being Refinanced, (d) such Permitted Refinancing Indebtedness contains mandatory redemption (or similar provisions), covenants and events of default and is benefited by guarantees, if any, which, taken as a whole, are no less favorable in any material respect to Holdings, the Borrower or the applicable Restricted Subsidiary and the Lenders than the mandatory redemption (or similar provisions), covenants and events of default or guarantees, if any, in respect of such Indebtedness being Refinanced, (e) if the Indebtedness being Refinanced is by its terms subordinated in right of payment to the Obligations under this Agreement, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced, taken as a whole, (f) no Permitted Refinancing Indebtedness shall have obligors or contingent obligors that were not obligors or contingent obligors (or that would not have been required to become obligors or contingent obligors) in respect of the Indebtedness being Refinanced and (g) if the Indebtedness being Refinanced is (or would have been required to be) secured by any collateral of a Loan Party (whether equally and ratably with, or junior to, the Secured Parties or otherwise), such Permitted Refinancing Indebtedness may be secured by such collateral on terms no less favorable, taken as a whole, to the Secured Parties than those contained in the documentation governing the Indebtedness being Refinanced, taken as a whole.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prime Rate": the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

"Pro Forma Balance Sheet": as defined in Section 4.1(a).

"Projections": as defined in Section 6.2(c).

"Properties": as defined in Section 4.17(a).

"Qualified Capital Stock": any Capital Stock of any person that does not by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable) or upon the happening of any event (a) provide for scheduled payments of dividends in cash (other than at the option of the issuer) prior to the date that is 91 days after the Term Facility Maturity Date, (b) become mandatorily redeemable (other than pursuant to customary provisions relating to redemption upon a change of control or sale of assets) pursuant to a sinking fund obligation or otherwise prior to the date that is 91 days after the final maturity of the Term Facility, (c) become convertible or exchangeable at the option of the holder thereof for Indebtedness or Capital Stock that is not Qualified Capital Stock, or (d) contain any maintenance covenants, other covenants materially adverse to the Lenders or remedies (other than voting rights and increases in dividends).

"Recovery Event": any settlement of or payment to any Group Member in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

"Reference Date": as defined in the definition of the term "Applicable Amount".

"Reference Period": as of any date of determination, the period of four consecutive fiscal quarters ending immediately prior to such date.

"Refinance": as defined in the definition of the term "Permitted Refinancing Indebtedness", and "Refinanced" shall have a meaning correlative thereto.

"Refunded Swingline Loans": as defined in Section 2.7.

"Register": as defined in Section 10.6(b).

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reimbursement Obligation": the obligation of the Borrower to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Group Member in connection therewith that are not applied to prepay the Term Loans or reduce the Revolving Commitments pursuant to Section 2.11(b) as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair assets useful in its business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair assets useful in the Borrower's business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring fifteen months after such Reinvestment Event or if within such 15 month period the Borrower (directly or indirectly through a Subsidiary) enters into a legally binding commitment to reinvest such proceeds (including, for this purpose binding long-term service contracts related to such reinvestment accounted for by the Borrower as a Capital Expenditure in accordance with GAAP), the later of (i) the date occurring 180 days after the date of such commitment or (ii) the date occurring 15 months after the Borrower's or a Subsidiary's receipt of Net Cash Proceeds from such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair assets useful in the Borrower's business with all or any portion of the relevant Reinvestment Deferred Amount.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived under subsections .27, .28, .29, .30, .32, .34 or .35 of PBGC Reg. § 4043.

"Required Lenders": at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding and (ii) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

"Requirement of Law": as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer": the chief executive officer, president or chief financial officer of the Borrower, but in any event, with respect to financial matters, the chief financial officer of the Borrower.

"Restricted Payments": as defined in Section 7.6.

"Restricted Subsidiary": each Subsidiary that is not an Unrestricted Subsidiary.

"Revolving Commitment": as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading "Revolving Commitment" opposite such Lender's name on Schedule 1.1A or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original amount of the Total Revolving Commitments is $250,000,000.

"Revolving Commitment Period": the period from and including the Closing Date to the earlier of (a) the Revolving Termination Date or (b) the date of termination of the Revolving Commitment pursuant to Section 2.09 and Section 8.

"Revolving Extensions of Credit": as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender's Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender's Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding.

"Revolving Lender": each Lender that has a Revolving Commitment or that holds Revolving Loans.

"Revolving Loans": as defined in Section 2.4(a).

"Revolving Percentage": as to any Revolving Lender at any time, the percentage which such Lender's Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender's Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding, provided, that, in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis.

"Revolving Termination Date": November 1, 2013.

"Sale and Lease-Back Transaction": as defined in Section 7.11.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Secured Parties": the collective reference to the Administrative Agent, the Lenders and any affiliate of any Lender to which Obligations of the Borrower or the Guarantors, as applicable, are owed.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, the Mortgages and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

"Single Employer Plan": any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

"Sold Entity or Business": as defined in the definition of the term "Consolidated EBITDA".

"Solvent": when used with respect to any Person, means that, as of any date of determination, (i) the present fair saleable value of the assets of such Person will be greater than the amount that will be required to pay the probable liability of such Person on its debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (ii) such Person will be able to pay its debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; (iii) such Person will not have unreasonably small capital with which to conduct the businesses in which it is engaged; and (iv) such Person does not intend to incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by such Person and the timing and amounts of cash to be payable by such Person on or in respect of its Indebtedness.

"Specified Cash Management Agreement": any agreement providing for treasury, depositary or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower or any Guarantor and any Lender or affiliate thereof.

"Specified Equity Contribution": as defined in Section 8.

"Specified Swap Agreement": any Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by the Borrower or any Guarantor and any Person (a) that is a Lender or an affiliate of a Lender at the time such Swap Agreement is entered into, or (b) that was not a Lender or an affiliate of a Lender at the time such Swap Agreement was entered into, from and after the time such Person or an affiliate becomes a Lender.

"Spin": the consummation of the following transactions on the Closing Date: (i) an indirect wholly owned subsidiary of the Parent will be merged into the Parent with Parent becoming a wholly owned subsidiary of Holdings, (ii) Parent will be converted into a limited liability company ("Parent LLC"), (iii) Parent LLC will distribute the shares of the Borrower to Holdings, (iv) Investor will, pursuant to the Investment Agreement, purchase common equity of Holdings constituting 25% of the issued and outstanding Capital Stock of Holdings on the Closing Date for aggregate cash consideration of $625,000,000 and Borrower will obtain the Facilities, (v) Borrower shall pay a dividend to Holdings in the amount of approximately $1,040,000,000, and shall repay indebtedness owed to Parent LLC in the amount of approximately $982,000,000, (vi) Holdings shall contribute to New M&I Corporation, a Wisconsin corporation and a wholly-owned subsidiary of Holdings ("New Parent") all of the membership interests of Parent LLC and approximately $1,665,000,000 in cash and (vii) Holdings shall distribute shares of New Parent to the shareholders of Holdings other than Investor.

"Sponsor": Warburg Pincus Private Equity IX, L.P., a Delaware limited partnership.

"Subordinated Indebtedness": unsecured Indebtedness of the Borrower and/or any Subsidiary Guarantor that is subordinated and junior in right of payment to the Obligations and is issued solely for cash proceeds and with respect to which the subordination provisions shall be in all respects reasonably satisfactory to the Administrative Agent.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of Holdings.

"Subsidiary Guarantor": each Restricted Subsidiary other than (i) any Excluded Foreign Subsidiary or a Domestic Subsidiary of such Excluded Foreign Subsidiary and (ii) Monitise Americas, LLC, a limited liability company formed in the state of Delaware.

"Subsidiary Redesignation": as defined in the definition of the term "Unrestricted Subsidiary".

"Swap Agreement": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a "Swap Agreement".

"Swingline Commitment": the obligation of the Swingline Lenders to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed $150,000,000; provided, however, that the obligation of each Swingline Lender to make such Swingline Loans shall not exceed $75,000,000.

"Swingline Lenders": JPMorgan Chase Bank, N.A. and Morgan Stanley Senior Funding Inc., each, in its capacity as a lender of Swingline Loans.

"Swingline Loans": as defined in Section 2.6.

"Swingline Participation Amount": as defined in Section 2.7.

"Syndication Agent": as defined in the preamble hereto.

"Term Commitment": as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Term Commitment" opposite such Lender's name on Schedule 1.1A. The original aggregate amount of the Term Commitments is $1,750,000,000.

"Term Facility Maturity Date": as defined in Section 2.3.

"Term Lenders": any Lender that has Term Commitments or that holds Term Loans.

"Term Loans": as defined in Section 2.1.

"Term Percentage": as to any Term Lender at any time, the percentage which such Lender's Term Commitment then constitutes of the aggregate Term Commitments (or, at any time after the Closing Date, the percentage which the aggregate principal amount of such Lender's Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding).

"Total Revolving Commitments": at any time, the aggregate amount of the Revolving Commitments then in effect.

"Total Revolving Extensions of Credit": at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

"Total Tangible Assets": the total amount of all tangible assets of Holdings, the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the Borrower.

"Transferee": any Assignee or Participant.

"Type": as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

"United States": the United States of America.

"Unrestricted Subsidiary": any Subsidiary designated by Holdings or the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; provided that Holdings or the Borrower shall only be permitted to so designate an Unrestricted Subsidiary so long as (a) no Default or Event of Default exists or would result therefrom and (b) the designation of such Unrestricted Subsidiary shall comply with Section 7.8, with the amount of the fair market value of any assets owned by such Unrestricted Subsidiary and any of its Subsidiaries at the time of the designation thereof being deemed an Investment pursuant to Section 7.8. Holdings or the Borrower may designate any Unrestricted Subsidiary to be a Restricted Subsidiary for purposes of the credit documentation (each, a "Subsidiary Redesignation"); provided that (i) no Default or Event of Default then exists or would occur as a consequence of any such Subsidiary Redesignation (including, but not limited to, under Sections 7.2 and 7.3), (ii) calculations are made by Holdings or the Borrower demonstrating that the Consolidated Leverage Ratio as of the last day of the relevant Reference Period, determined on a pro forma basis as if the respective Subsidiary Redesignation (as well as all other Subsidiary Redesignations theretofore consummated after the first day of such Reference Period) had occurred on the first day of such Reference Period, is not greater than (x) if calculated on or prior to December 31, 2007, 5.00 to 1.00 and (y) if calculated thereafter, the ratios as of the last day of the respective periods set forth in Section 7.1, (iii) all representations and warranties contained herein and in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Subsidiary Redesignation (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, (iv) for the purposes of Section 7.8, such Subsidiary Redesignation shall be treated as a contribution to Holdings or the Borrower, as the case may be, of an amount equal to the fair market value of such Unrestricted Subsidiary and (v) Holdings or the Borrower, as the case may be, shall have delivered to the Administrative Agent an officer's certificate executed by a Responsible Officer of Holdings or the Borrower, as the case may be, certifying to such officer's knowledge, compliance with the requirements of preceding clauses (i) through (iv), inclusive, and containing the calculations required by the preceding clause (ii).

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Wholly Owned Subsidiary Guarantor": any Subsidiary Guarantor that is a Wholly Owned Subsidiary.

1.2 Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time.

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 Term Commitments. Subject to the terms and conditions hereof, each Term Lender severally agrees to make a term loan (a "Term Loan") to the Borrower on the Closing Date in an amount not to exceed the amount of the Term Commitment of such Lender. The Term Loan may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, one Business Day prior to the anticipated Closing Date) requesting that the Term Lenders make the Term Loans on the Closing Date and specifying the amount to be borrowed. The Term Loans made on the Closing Date shall initially be ABR Loans, unless Borrower has given notice to the Administrative Agent three Business Days prior to the Closing Date that such Loans shall be Eurodollar Loans and the Interest Periods related thereto. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Closing Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall (i) credit the account of the Borrower on the

books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds or (ii) transfer such amounts to such account as the Borrower may otherwise specify in such notice.

2.3 Repayment of Term Loans. The Term Loan of each Term Lender shall mature in 27 consecutive quarterly installments on February 1, May 1, August 1, and November 1 of each year, the first 26 of which shall each be in the amount of such Lender's Term Percentage of $4,375,000 and the final installment on November 1, 2014 (the "Term Facility Maturity Date") shall be equal to such Lender's Term Percentage of $1,636,250,000 or the aggregate principal amount of Term Loans outstanding on the Term Facility Maturity Date.

2.4 Revolving Commitments. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans ("Revolving Loans") to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Revolving Percentage of the sum of (i) the L/C Obligations then outstanding and (ii) the aggregate principal amount of the Swingline Loans then outstanding (after giving effect to any substantially simultaneous repayment of such Swingline Loans), does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period the Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12.

(b) The Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5 Procedure for Revolving Loan Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day, provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 11:00 A.M., New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) 3:00 P.M. New York City time, one Business Day prior to the requested Borrowing Date, in the case of ABR Loans) (provided that any such notice of a borrowing of ABR Loans under the Revolving Facility to finance payments required by Section 3.5 may be given not later than 10:00 A.M., New York City time, on the date of the proposed borrowing), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Any Revolving Loans made on the Closing Date shall initially be ABR Loans, unless Borrower has given notice to the Administrative Agent three Business Days prior to the Closing Date that such Loans shall be Eurodollar Loans and the Interest Periods related thereto. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, $1,000,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than $1,000,000, such lesser amount) and (y) in the case of Eurodollar Loans, $5,000,000 or a whole multiple of $1,000,000 in excess thereof; provided, that the Swingline Lenders may request, on behalf of the Borrower, borrowings under the Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 12:00 Noon, New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent (i) crediting the account of the Borrower on the books of such office with the

aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent or (ii) transferring such amounts to such account as the Borrower may otherwise specify in such notice.

2.6 Swingline Commitment. (a) Subject to the terms and conditions hereof, the Swingline Lenders agree to make a portion of the credit otherwise available to the Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans ("Swingline Loans") to the Borrower; provided that (i) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (notwithstanding that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lenders' other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect) and (ii) the Borrower shall not request, and the Swingline Lenders shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments would be less than zero. During the Revolving Commitment Period, the Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

(b) The Borrower shall repay to the Swingline Lenders the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving Termination Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least four Business Days after such Swingline Loan is made; provided that on each date that a Revolving Loan is borrowed, the Borrower shall repay all Swingline Loans then outstanding.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans. (a)Whenever the Borrower desires that the Swingline Lenders make Swingline Loans it shall give the Swingline Lenders irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swingline Lenders not later than 3:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to $500,000 or a whole multiple of $100,000 in excess thereof. Not later than 5:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lenders shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lenders. Unless otherwise agreed between the Swingline Lenders, each Swingline Lender shall make 50% of each Swingline Loan. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower on such Borrowing Date by (i) depositing such proceeds in the account of the Borrower with the Administrative Agent on such Borrowing Date in immediately available funds or (ii) transferring such amounts to such account as the Borrower may otherwise specify in such notice.

(b) The Swingline Lenders, at any time and from time to time in their sole and absolute discretion may, on behalf of the Borrower (which hereby irrevocably directs the Swingline Lenders to act on its behalf), on one Business Day's notice given by the Swingline Lenders no later than 12:00 Noon, New York City time, request each Revolving Lender to make, and each Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lenders. Each Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lenders for application by

the Swingline Lenders to the repayment of the Refunded Swingline Loans. The Borrower irrevocably authorizes the Swingline Lenders to charge the Borrower's accounts with the Administrative Agent (up to the amount available in each such account) in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Revolving Lenders are not sufficient to repay in full such Refunded Swingline Loans. The Administrative Agent will give Borrower notice if any account is charged.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8(f) shall have occurred and be continuing with respect to the Borrower or if for any other reason, as determined by the Swingline Lenders in their discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lenders an amount (the "Swingline Participation Amount") equal to (i) such Revolving Lender's Revolving Percentage times (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lenders have received from any Revolving Lender such Lender's Swingline Participation Amount, the Swingline Lenders receive any payment on account of the Swingline Loans, the Swingline Lenders will distribute to such Lender its Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lenders is required to be returned, such Revolving Lender will return to the Swingline Lenders any portion thereof previously distributed to it by the Swingline Lenders.

(e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender or the Borrower may have against the Swingline Lenders, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Revolving Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Commitment Fees, etc. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee for the period from and including the Closing Date to the last day of the Revolving Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the first such date to occur after the date hereof.

(b) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9 Termination or Reduction of Revolving Commitments. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans and Swingline Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to $1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

2.10 Optional Prepayments. The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent no later than 11:00 A.M., New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 11:00 A.M., New York City time, one Business Day prior thereto, in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or ABR Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and Revolving Loans shall be in an aggregate principal amount of $1,000,000 or a whole multiple thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of $100,000 or a whole multiple thereof.

2.11 Mandatory Prepayments and Commitment Reductions. (a) If any Indebtedness shall be issued or incurred by any Group Member (excluding any Indebtedness incurred in accordance with Section 7.2), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such issuance or incurrence toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(b) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof within five (5) Business Days after receipt by the Group Member, such Net Cash Proceeds shall be applied on or prior to the date five (5) Business Days after receipt toward the prepayment of the Term Loans and the reduction of the Revolving Commitments as set forth in Section 2.11(d); provided, that on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(d).

(c) If, for any fiscal year of the Borrower commencing with the fiscal year ending December 31, 2008, there shall be Excess Cash Flow, the Borrower shall, on the relevant Excess Cash Flow Application Date, apply the ECF Percentage of such Excess Cash Flow to the prepayment of the Term Loans as set forth in Section 2.11(d). Each such prepayment shall be made on a date (an "Excess Cash Flow Application Date") no later than five (5) Business Days after the earlier of (i) the date on which the financial statements of the Borrower referred to in Section 6.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (ii) the date such financial statements are actually delivered.

(d) Any prepayment pursuant to this Section 2.11 shall be applied to the Term Loans in the order directed by the Borrower, or if no order is specified to the principal installments of the Term Loans in the direct order of maturity. The application of any prepayment pursuant to this Section 2.11 shall be made, first, to ABR Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under this Section 2.11 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(e) Notwithstanding anything to the contrary in this Section 2.11 or 2.17, the Borrower may, in lieu of applying the amounts referred to above in this Section 2.11 (the "Prepayment Amount") to the prepayment of Term Loans as provided in paragraph (d) above, on the date specified in Section 2.11 for such prepayment, give the Administrative Agent telephonic notice (promptly confirmed in writing) requesting that the Administrative Agent prepare and provide to each Term Loan Lender a notice (each, a "Prepayment Notice") as described below. As promptly as practicable after receiving such notice from the Borrower, the Administrative Agent will send to each Term Loan Lender a Prepayment Notice, which shall be in the form of Exhibit G, and shall include an offer by the Borrower to prepay on the date (each a "Mandatory Prepayment Date") that is 10 Business Days after the date of the Prepayment Notice, the relevant Term Loans of such Lender by an amount equal to the portion of the Prepayment Amount indicated in such Lender's Prepayment Notice as being applicable to such Lender's Term Loans and the option to such Lender to decline such prepayment. On the Mandatory Prepayment Date, (i) the Borrower shall pay to each Term Loan Lender who has not declined such prepayment the aggregate amount necessary to prepay the outstanding relevant Term Loans of such Term Loan Lender in an amount equal to such Lender's Prepayment Amount and (ii) the Borrower shall be entitled to retain the portion of the Prepayment Amount declined by the relevant Term Loan Lenders (such amount, the "Declined Prepayment Amount").

2.12 Conversion and Continuation Options. (a) The Borrower may elect from time to time to convert Eurodollar Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 11:00 A.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no ABR Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default as described in Section 8(a) or (f) has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations, and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to Eurodollar Loans with a one-month Interest Period on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.13 Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that, (a) after giving

effect thereto, the aggregate principal amount of the Eurodollar Loans comprising each Eurodollar Tranche shall be equal to $5,000,000 or a whole multiple of $1,000,000 in excess thereof and (b) no more than fifteen Eurodollar Tranches shall be outstanding at any one time.

2.14 Interest Rates and Payment Dates. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.14 plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or, in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(d) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (c) of this Section 2.14 shall be payable from time to time on demand.

2.15 Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a).

2.16 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower absent demonstrable error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

2.17 Pro Rata Treatment and Payments. (a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders except as otherwise provided in Section 2.11(e). The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans in the order directed by the Borrower or otherwise in the direct order of maturity of the Term Loans. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 9.7. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower.

(f) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

2.18 Requirements of Law. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate (including Eurocurrency Reserve Requirements); or

(ii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled and a certificate setting forth in reasonable detail the computation of the loss, cost or expense (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) giving rise to the request for reimbursement and such certificate shall be conclusive, absent manifest error.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction. If a Lender requests reimbursement under this Section 2.18(b), it shall provide to the Borrower (with a copy to the Administrative Agent) a certificate setting forth in reasonable detail the computation of the loss, cost or expense giving rise to the request for reimbursement and such certificate shall be conclusive, absent manifest error.

(c) A certificate as to any additional amounts payable pursuant to this Section 2.18 submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section 2.18, the Borrower shall not be required to compensate a Lender pursuant to this Section 2.18 for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section 2.18 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19 Taxes. (a) All payments made by the Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender hereunder, the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement, provided, however, that the Borrower shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender's failure to comply with the requirements of paragraph (d) or (e) of this Section 2.19 or (ii) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement, except to the extent that such Lender's assignor (if any) was entitled, at the time of assignment, to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Administrative Agent and the Lenders for any incremental taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a result of any such failure.

(d) Each Lender (or Transferee) that is not a "U.S. Person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of either U.S. Internal Revenue Service Form W-8BEN or Form W-8ECI, or, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit H and a Form W-8BEN, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all payments by the Borrower under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Each Non-U.S. Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(e) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.19, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of

all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(g) The agreements in this Section 2.19 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.20 Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.20 submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no legal, regulatory or material economic disadvantage, and provided, further, that nothing in this Section 2.21 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22 Replacement of Lenders. The Borrower shall be permitted to replace, with a replacement financial institution, any Lender that (a) requests reimbursement for amounts owing pursuant to Section 2.18 or 2.19(a) or (b) defaults in its obligation to make Loans hereunder or (c) does not consent to any proposed amendment, supplement, modification, consent or waiver of any provision of this Agreement or any other Loan Document that requires the consent of each of the Lenders or each of the Lenders affected thereby (so long as the consent of the Required Lenders has been obtained); provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) prior to any such replacement, such

Lender shall have taken no action under Section 2.21 so as to eliminate the continued need for payment of amounts owing pursuant to Section 2.18 or 2.19(a), (iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (v) the Borrower shall be liable to such replaced Lender under Section 2.20 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (vi) the replacement financial institution shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (viii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.18 or 2.19(a), as the case may be, and (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

2.23 Incremental Extensions of Credit. Subject to the terms and conditions set forth herein, the Borrower may at any time and from time to time, request to add additional term loans and/or increase the Revolving Facility (the "Incremental Extensions of Credit") in minimum principal amounts of $75.0 million, provided that (a) immediately prior to and after giving effect to any Incremental Facility Amendment (and the making of any Incremental Extensions of Credit pursuant thereto), no Default or Event of Default has occurred or is continuing or shall result therefrom and the Borrower shall be in compliance, on a pro forma basis (including giving pro forma effect to any Incremental Facility Amendment (and the making of any Incremental Extensions of Credit pursuant thereto and calculated as though all such Incremental Extensions of Credit had been incurred at the beginning of the relevant Reference Period)), with a Consolidated Leverage Ratio of 5.00 to 1.00 as of the last day of the Reference Period ending on December 31, 2007 and as of the last day of any Reference Period ending thereafter the applicable Consolidated Leverage Ratio set forth in Section 7.1 as of the last day of the Reference Period ending as of the last day of the last fiscal quarter for which financial statements have been or are required to be delivered pursuant to Section 6.1 and (b) the aggregate principal amount (or committed amount, if applicable) of all Incremental Extensions of Credit pursuant to this Section 2.23 shall not exceed $350.0 million. The Incremental Extensions of Credit shall rank pari passu in right of payment and right of security in respect of the Collateral with the Term Loans or the Revolving Loans, as applicable. Other than amortization, pricing or maturity date, the Incremental Extensions of Credit consisting of additional term loans shall have the same terms as the Term Loans (the "Existing Term Loans") existing immediately prior to the effectiveness of an Incremental Facility Amendment (except as otherwise agreed by the Administrative Agent and Additional Lenders agreeing to provide a commitment in respect of such Incremental Extension of Credit provided that any such agreement shall affect solely the terms of such Incremental Extension of Credit and not any other Loan or Borrowings or Commitments (or any other Lender) unless this Agreement has been amended in accordance with Section 10.1 without reference to this Section 2.23); provided that, without the prior written consent of the Required Lenders, (i) any increase in the Revolving Facility shall be on the terms described in this Section 2.23 and pursuant to the terms hereof (including interest rates and fees) otherwise applicable to the Revolving Facility, (ii) the Incremental Extensions of Credit shall not have a final maturity date earlier than the Term Facility Maturity Date or the Revolving Facility Maturity Date, as applicable, and (iii) in the case of additional term loans, Incremental Extensions of Credit shall not have a weighted average life that is shorter than that of the then-remaining weighted average life of the Term Loans. Any additional bank, financial institution, existing Lender or other person that elects to extend commitments to provide Incremental Extensions of Credit shall be reasonably satisfactory to the Borrower and the Administrative Agent (any such bank, financial institution or other person being called an "Additional Lender") and, if not already a Lender, shall become a Lender under this Agreement, pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement, giving effect to the modifications permitted by this Section 2.23, and, as appropriate, the other Loan Documents, executed by the Borrower, each Additional

Lender, if any, and the Administrative Agent. Commitments in respect of Incremental Extensions of Credit shall become Commitments under this Agreement after giving effect to such Incremental Facility Amendment. An Incremental Facility Amendment providing for term loans may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be reasonably necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.23, provided, however, the interest rates and fees applicable to any Incremental Extension of Credit (the "Incremental Margin") shall be determined by the Borrower and the Additional Lenders; provided, further, however, if the Incremental Margin (which for this purpose includes all upfront or similar fees or original issue discount (with such upfront fees or original issue discount being converted to interest rate margin as reasonably determined by the Administrative Agent based on an assumed four-year life to maturity) payable to all Additional Lenders providing such Incremental Extension of Credit) is more than 0.25% per annum higher than the interest rate margin applicable to the Term Loans (which for this purpose includes all upfront or similar fees or original issue discount (with such upfront fees and original issue discount being converted to interest rate margin as reasonably determined by the Administrative Agent based on an assumed four-year life to maturity) payable to all Lenders providing the Term Loans) then the interest rate margin applicable to the Term Loans shall be adjusted to equal the Incremental Margin minus 0.25% per annum. The effectiveness of any Incremental Facility Amendment shall be subject to the satisfaction on the date thereof (each, an "Incremental Facility Closing Date") of each of the conditions set forth in Section 5.2 (it being understood that all references to "the date of such Borrowing" in such Section 5.2 shall be deemed to refer to the Incremental Facility Closing Date), and, except as otherwise specified in the applicable Incremental Facility Amendment, the Administrative Agent shall have received legal opinions, board resolutions and other closing documents and certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 5.1. The proceeds of the Incremental Extensions of Credit may be used for any purpose not otherwise prohibited hereunder. Notwithstanding anything to the contrary in this Section 2.23, no existing Lender shall be obligated to provide Incremental Extensions of Credit.

SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue letters of credit ("Letters of Credit") for the account of the Borrower on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment or (ii) the aggregate amount of the Available Revolving Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date, provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above).

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

3.2 Procedure for Issuance of Letter of Credit. (a) The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender will process such Application and the

certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

3.3 Fees and Other Charges. (a) The Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the undrawn and unexpired amount of each Letter of Credit, payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit. Upon request of the Borrower, the Issuing Lender shall provide to the Borrower a schedule of normal and customary costs and expenses.

3.4 L/C Participations. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount of such draft, or any part thereof, that is not so reimbursed. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such

payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section 3.4 shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of (a) the draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by the Issuing Lender in connection with such payment, not later than 12:00 Noon, New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(c). If a Letter of Credit draw is not reimbursed by the Borrower by the applicable time and day indicated above, the Borrower shall be deemed to have requested an ABR Loan under the Revolving Facility to reimburse such draw.

3.6 Obligations Absolute. The Borrower's obligations under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's Reimbursement Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

3.7 Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, Holdings and the Borrower hereby jointly and severally represent and warrant to the Administrative Agent and each Lender that:

4.1 Financial Condition. (a) The unaudited pro forma consolidated balance sheet of Holdings and its consolidated Subsidiaries as at June 30, 2007 (including the notes thereto) (the "Pro Forma Balance Sheet"), copies of which have heretofore been furnished to each Lender, has been prepared giving effect (using estimates and effecting adjustments as if such events had occurred on such date) to (i) the consummation of the Spin, (ii) the Loans to be made on the Closing Date and the use of proceeds thereof and (iii) the payment of fees and expenses in connection with the foregoing. The Pro Forma Balance Sheet has been prepared based on the best information available to Holdings as of the date of delivery thereof, and presents fairly in all material respects on a pro forma basis the estimated financial position of Holdings and its consolidated Subsidiaries as at June 30, 2007, assuming that the events specified in the preceding sentence had actually occurred at such date.

(b) The audited consolidated balance sheets of the Borrower as at December 31, 2006 and December 31, 2005 and the related consolidated statements of income and of cash flows for the fiscal years ended on December 31, 2006, December 31, 2005 and December 31, 2004, reported on by and accompanied by an unqualified report from Deloitte & Touche LLP, present fairly in all material respects the consolidated financial condition of the Borrower as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of the Borrower as of June 30, 2007 and the related unaudited consolidated statements of income and cash flows for the six-month period ended on such date (including the comparable period for the prior fiscal year), present fairly in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the six-month period then ended (subject to normal year-end audit adjustments). All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein). Except as set forth on Schedule 4.1(b), neither the Borrower nor any of its Subsidiaries has any material Guarantee Obligations, contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph. Except for the Spin, during the period from December 31, 2006 to and including the date of this Agreement there has been no Disposition by Holdings, the Borrower or any of the Subsidiaries of any material part of its business or property.

4.2 No Change. Since December 31, 2006, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect; it being agreed that the consummation of the Spin in accordance with the Investment Agreement, in and of itself, is not such an event or development.

4.3 Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing (or the equivalent) under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and where the failure to so qualify could reasonably be expected to cause a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.4 Power; Authorization; Enforceable Obligations. Each Loan Party has the requisite power and authority, and the legal right, to make, deliver and perform its obligations under the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the Spin and the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) consents, authorizations, filings and notices which have been obtained or made and are in full force and effect, (ii) the filings referred to in Section 4.19 and (iii) such consents or authorizations the absence of which would not in the aggregate have a Material Adverse Effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Group Member in any material respect and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents).

4.6 Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Holdings or the Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing.

4.8 Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property that is necessary in the conduct of its business or sold or disposed of in accordance with the terms of this Agreement, and none of such property is subject to any Lien except as permitted by Section 7.3.

4.9 Intellectual Property. Except as in the aggregate would not reasonably be expected to have a Material Adverse Effect or as set forth in Schedule 4.9 (all of which items set forth in Schedule 4.9 in the aggregate would not reasonably be expected to have a Material Adverse Effect), each Group Member has all necessary licenses, permits, franchises and rights necessary for the conduct of its business and for the intended use of its properties, rights and assets. Each Group Member owns, or is licensed or otherwise has a right to use, all Intellectual Property necessary for the conduct of its business as currently conducted except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 4.9, as of the Closing Date, no material claim has been asserted and is pending against any Group Member by any Person seeking to limit, cancel or challenge the validity, enforceability, ownership or use of any Intellectual Property owned by or exclusively licensed by any Group Member that is material to the business of the Group Members as a whole, nor does Holdings or the Borrower have knowledge of any valid basis for any such claim. Except as would not reasonably be expected to result in a Material Adverse Effect or as set forth in Schedule 4.9, the use of Intellectual Property by each Group Member does not Infringe on the rights of any Person in any material respect.

4.10 Taxes. Each Group Member has filed or caused to be filed all Federal, state and other material tax returns that are required to be filed and has paid all taxes shown to be due and payable on such returns or on any assessments made against it or any of its property and all other material taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than (a) any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member) or (b) such tax returns, taxes and assessments, the failure of which to file or timely pay would not result in a Material Adverse Effect); no tax Lien has been filed (other than as permitted by Section 7.3); and, to the knowledge of Holdings and the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge that would result in a Material Adverse Effect.

4.11 Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for "buying" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board.

4.12 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of Holdings or the Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member.

4.13 ERISA. No "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan and, on and after the effectiveness of the Pension Act, no Plan has failed to satisfy the minimum funding standards (within the

meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan. Except as in the aggregate could not reasonably be expected to have a Material Adverse Effect no Reportable Event has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan and each Plan has complied in all respects with the applicable provisions of ERISA and the Code. No termination of a Single Employer Plan has occurred, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period. On and after the effectiveness of the Pension Act, no Plan is in "at risk" status (within the meaning of Title IV of ERISA) which could reasonably be expected to have a Material Adverse Effect. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by a material amount. Neither the Borrower nor any Commonly Controlled Entity has had a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in a material liability under ERISA, and neither the Borrower nor any Commonly Controlled Entity would become subject to any material liability under ERISA if the Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made. No such Multiemployer Plan is in Reorganization or Insolvent or, except as would not reasonably be expected to have a Material Adverse Effect, is or is reasonably expected to be, in endangered or critical status within the meaning of Section 305 of ERISA.

4.14 Investment Company Act; Other Regulations. No Loan Party is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

4.15 Subsidiaries. (a) Except as disclosed to the Administrative Agent by the Borrower in writing from time to time after the Closing Date, (i) Schedule 4.15 sets forth the name and jurisdiction of incorporation of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and (ii) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary, except as created by the Loan Documents and except as created by the Investment Agreement and the ancillary documents related thereto disclosed to the Administrative Agent by the Borrower.

(b) As of the Closing Date, Monitise Americas, LLC, a Joint Venture between Monitise, Inc. and the Borrower formed in the state of Delaware, is a Joint Venture which does not generate any income or revenue or which does not have any material liabilities.

4.16 Use of Proceeds. The proceeds of the Term Loans shall be used to finance a portion of the Spin and to pay related fees and expenses. The proceeds of the Revolving Loans and the Swingline Loans, shall be used for working capital and general corporate purposes including, without limitation, Investments and acquisitions. Letters of Credit shall be used solely to support obligations incurred by the Borrower and the Subsidiaries.

4.17 Environmental Matters. Except as in the aggregate would not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties owned, leased or operated by any Group Member (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute a violation of, or would reasonably be expected to give rise to liability under, any Environmental Law;

(b) no Group Member has received or has knowledge of any notice of violation, alleged violation, non-compliance, liability or potential liability under any Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), which notice has not been fully and finally resolved, nor does Holdings or the Borrower have knowledge that any such notice will be received or is being threatened;

(c) No Group Member has caused or arranged for any Materials of Environmental Concern to be transported or disposed of from the Properties in violation of, or in a manner or to a location that would reasonably be expected to give rise to liability under, any Environmental Law, nor has any Group Member generated, treated, stored or disposed of any Materials of Environmental Concern at, on or under any of the Properties in violation of, or in a manner that would reasonably be expected to give rise to liability under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of Holdings and the Borrower, threatened, under any Environmental Law to which any Group Member is or, to the knowledge of Holdings and the Borrower, will be, named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that would reasonably be expected to give rise to liability under any Environmental Laws;

(f) the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Group Member has assumed by contract or, to its knowledge, operation of law any liability of any other Person under Environmental Laws.

4.18 Accuracy of Information, etc. No statement or information (other than the projections and pro forma information referred to below) contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole with all such other statements of information contained as of the date such statement, information, document or certificate was so furnished (or, in the case of the Confidential Information Memorandum, as of the date of this Agreement), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made. The projections and pro forma financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

4.19 Security Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Stock described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent, and in the case of the other Collateral described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 4.19(a) in appropriate form are filed in the offices specified on Schedule 4.19(a), the Administrative Agent, for the benefit of the Lenders, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations (as defined in the Guarantee and Collateral Agreement), in each case prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock, Liens permitted by Section 7.3).

(b) Each of the Mortgages is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof, and when the Mortgages are filed in the offices specified on Schedule 4.19(b), the Administrative Agent, for the benefit of the Lenders, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Mortgaged Properties and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person, except for Liens permitted under Section 7.3. Schedule 4.19(b) lists, as of the Closing Date, each parcel of owned real property and each leasehold interest in real property located in the United States and held by the Borrower or any of its Subsidiaries, in each case, that has a value, in the reasonable opinion of the Borrower, in excess of $1,000,000.

4.20 Solvency. Each Loan Party is, and after giving effect to the Spin and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith will be and will continue to be, Solvent.

4.21 Senior Indebtedness. The Obligations of the Loan Parties under the Loan Documents constitute unsubordinated and unconditional obligations of the Loan Parties and rank at least pari passu in priority of payment with all other unsecured and unsubordinated obligations of the Loan Parties.

4.22 Regulation H. No Mortgage encumbers improved real property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, unless the Borrower has obtained a flood insurance policy that covers the improved real property encumbered by such mortgage in an amount not less than the lesser of (a) the estimated value of such improved real property or (b) the maximum limit of coverage available with respect to such property under the National Flood Insurance Reform Act of 1994.

4.23 Insurance. Each Group Member maintains, with financially sound and reputable third party insurers, insurance of a character usually maintained by Persons engaged in the same or similar businesses, against loss, damage and liability of the kinds and in the amounts customarily maintained by such Persons. All such insurance is in full force and effect and all premiums due and payable on such insurance has been paid.

SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Initial Extension of Credit. The agreement of each Lender to make the initial extension of credit requested to be made by it is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement; Guarantee and Collateral Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, Holdings, the Borrower and each Person listed on Schedule 1.1A, (ii) the Guarantee and Collateral Agreement, executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor and (iii) an Acknowledgement and Consent in the form attached to the Guarantee and Collateral Agreement, executed and delivered by each Issuer (as defined therein), if any, that is not a Loan Party.

(b) Spin, etc. The Administrative Agent shall have received satisfactory evidence that Holdings shall have received cash proceeds from the issuance to the Investor of Qualified Capital Stock of Holdings in an amount equal to at least $625,000,000 and the Spin shall have been consummated in accordance with applicable law. No provision of the Investment Agreement shall have been waived, amended, supplemented or otherwise modified in any respect materially adverse to the Lenders. Substantially all of the existing indebtedness of Holdings, the Borrower and its subsidiaries shall have been repaid on satisfactory terms.

(c) Pro Forma Balance Sheet; Financial Statements. The Lenders shall have received (i) the Pro Forma Balance Sheet, (ii) audited consolidated financial statements of the Borrower for the 2006, 2005 and 2004 fiscal years and (iii) unaudited interim consolidated financial statements of the Borrower, reviewed by the Borrower's independent accountants, for (x) each fiscal quarter ended after the date of the latest applicable financial statements delivered pursuant to clause (ii) of this paragraph as to which such financial statements are available and (y) for the same period of the prior fiscal year.

(d) Projections. The Lenders shall have received satisfactory projections through 2012.

(e) Approvals. All governmental and third party approvals (including landlords' and other consents) necessary in connection with the Spin, the financing thereof and the continuing operations of the Group Members and the transactions contemplated hereby shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose adverse conditions on the Spin or the financing contemplated hereby.

(f) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in each of the jurisdictions where assets of the Loan Parties are located, and such search shall reveal no Liens on any of the assets of the Loan Parties except for Liens permitted by Section 7.3 or discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Administrative Agent.

(g) Fees. The Lenders, the Arrangers and the Administrative Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), on or before the Closing Date.

(h) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the certificate of incorporation of each Loan Party that is a corporation certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a long form good standing or equivalent certificate for each Loan Party from its jurisdiction of organization.

(i) Legal Opinions. The Administrative Agent shall have received the following executed legal opinions:

(i) the legal opinion of Quarles & Brady LLP, counsel to Holdings, the Borrower and the Subsidiaries, substantially in the form of Exhibit F; and

(ii) the legal opinion of local counsel in Wisconsin and of such other special and local counsel as may be required by the Administrative Agent.

Each such legal opinion shall cover such other matters incident to the transactions contemplated by this Agreement as the Administrative Agent may reasonably require.

(j) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(k) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation.

(l) Mortgages, etc. The Administrative Agent shall have received a Mortgage with respect to each Mortgaged Property referred to in Schedule 4.19(b) owned on the date hereof and shall record or file, each Mortgage in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens pursuant to such Mortgage. The Borrower shall pay all Taxes, fees and other charges payable in connection therewith. Unless otherwise waived by the Administrative Agent, with respect to each such Mortgage, the Borrower shall deliver to the Administrative Agent contemporaneously therewith (A) a policy or policies or marked up unconditional binder of title insurance thereof, as applicable, paid for by the Borrower, issued by a nationally recognized title insurance company insuring the Lien of each such Mortgage as a valid first Lien on the Mortgaged Property described therein, free of any other Liens except as permitted by Section 7.3, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request and (B) the legal opinions of local U.S. counsel in the state where such Mortgaged Property is located, in form and substance reasonably satisfactory to the Administrative Agent.

For the purpose of determining compliance with the conditions specified in this Section 5.1, each Lender that has signed this Agreement shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 5.1 unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

5.2 Conditions to Each Extension of Credit. The agreement of each Lender to make any extension of credit available under the Revolving Facility requested to be made by it on any date (including its initial extension of credit under the Revolving Facility) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent the representation and warranty refers to another date, in which case such representation and warranty shall be true and correct, in all material respects, as of such other date).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit under the Revolving Facility requested to be made on such date.

(c) Notice. The Administrative Agent shall have received written notice by the Borrower of a borrowing of Revolving Loans under the Revolving Facility in accordance with Section 2.5.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, each of Holdings and the Borrower shall and shall cause each of the Restricted Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent (who will provide to each Lender):

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of Holdings and the Borrower, a copy of the audited consolidated balance sheet of Holdings and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of Holdings and the Borrower ending after December 31, 2007, the unaudited consolidated balance sheet of Holdings and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of

such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments).

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods subject, in the case of the financial statements delivered pursuant to Section 6.1(b), to normal year-end audit adjustments and the absence of footnotes.

6.2 Certificates; Other Information. Furnish to the Administrative Agent to be provided to each Lender (or, in the case of clause (g), to the relevant Lender):

(a) concurrently with the delivery of the financial statements referred to in Section 6.1(a), (i) a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default pursuant to Section 7.1, except as specified in such certificate and (ii) annually deliver to the Administrative Agent a list of any material federally registered copyrights or trademarks or licenses thereof acquired by any Loan Party or any patents applied for by or granted to any Loan Party during the fiscal year then ended.

(b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer's knowledge, such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) in the case of quarterly or annual financial statements, (x) commencing with the Reference Period ending March 31, 2008, a Compliance Certificate containing all information and calculations necessary for determining, as of the last day of the relevant Reference Period of the Borrower, as the case may be, the Consolidated Leverage Ratio as of the last day of the relevant Reference Period then ended and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party and (2) a description of any Person that has become a Group Member, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Closing Date);

(c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of Holdings and the Borrower, a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of (i) Holdings and its Subsidiaries and (ii) the Borrower and its Subsidiaries, in each case, as of the end of the following fiscal year, the related consolidated statements of projected cash flow, projected changes in financial position and projected income and a description of the underlying assumptions applicable thereto) (collectively, the "Projections"), which Projections shall in each case be accompanied by a certificate of a Responsible Officer stating that such Projections are based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Projections are incorrect or misleading in any material respect;

(d) within 45 days after the end of each fiscal quarter and 90 days after the end of the fiscal year of Holdings, a narrative discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries for such fiscal quarter or fiscal year and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the prior fiscal year or comparable periods of such fiscal year and it is understood

that the filing by Holdings with the SEC of its discussion and analysis of the financial condition and results of operations of Holdings and its Subsidiaries in the form required by Regulation S-K of the rules and regulations under the Securities Act of 1933, as amended, shall fulfill the requirements of this Section 6.2(d);

(e) on and after the effectiveness of the Pension Act, copies of (i) any documents described in Section 101(k) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Multiemployer Plan; provided, that if the Borrower or any Commonly Controlled Entity has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, Borrower or the Commonly Controlled Entity(ies) shall as soon as reasonably practicable following written request from the Administrative Agent (which request shall not be made more frequently than once per year) make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices as soon as reasonably practicable after receipt thereof;

(f) within five days after the same are sent, copies of all financial statements and reports that Holdings or the Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that Holdings or the Borrower may make to, or file with, the SEC; and

(g) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

Financial statements and other documents required to be furnished pursuant to Section 6.1(a) or (b) or Section 6.2(c) or (d) (to the extent any such financial statements or other documents are included in reports or other materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been furnished on the date on which (i) the Borrower posts such financial statements or other documents, or provides a link thereto, on the Borrower's website on the Internet, or (ii) such financial statements or other documents are posted on behalf of the Borrower on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent or the SEC's website located at http://www.sec.gov/edgar/searchedgar/webusers.htm); provided that the Borrower shall notify the Administrative Agent of the posting of any such financial statements and other documents and provide to the Administrative Agent electronic versions thereof.

6.3 Post-Closing Matters. Within 3 Business Days following the Closing Date (or such longer period as may be reasonably acceptable to the Administrative Agent), the Borrower will deliver, or cause to be delivered, to the Administrative Agent the 65% equity interest in Metavante Investments (Mauritius) Limited issued to the Borrower. Within 30 business days following the Closing Date (or such longer period as may be reasonably acceptable to the Administrative Agent), the Borrower will take, or will cause to be taken, the actions specified in Schedule 6.3.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 7.4 and except, in the case of clause (ii) above, to the extent that

failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with all Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct entries in conformity with GAAP, in all material respects, shall be made of all material dealings and transactions in relation to its business and activities, and (b) so long as no Event of Default has occurred and is continuing, no more than one time during any fiscal year and otherwise as often as may reasonably be requested, permit representatives of the Administrative Agent and representatives of the Lenders to, upon reasonable advance notice, visit and inspect, which visits by the Administrative Agent and representatives of the Lenders shall be at the same time, any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which such person may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time during normal business hours and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants (provided the Borrower is given an opportunity to be present at such meetings); provided, that so long as no Event of Default is continuing, the Borrower shall not be required to pay or reimburse the expenses (to the extent otherwise required to do so hereunder) of the Administrative Agent of more than one such visit and inspection during any fiscal year.

6.7 Notices. Promptly give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding affecting any Group Member, that with respect to clause (i) or (ii), if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) the following events, as soon as possible after the Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization, Insolvency of, or the “at risk” of, endangered or critical status (each within the meaning of Title IV of ERISA) of, any Plan; and

(d) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8 Environmental Laws. (a) Comply with, and take all reasonable steps to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and take all reasonable steps to ensure that all tenants and subtenants obtain and comply with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws. This paragraph (a) shall be deemed not breached by a noncompliance with the foregoing if, upon learning of such noncompliance, Holdings, the Borrower and any affected Subsidiaries promptly undertake reasonable efforts to eliminate such noncompliance, and such noncompliance and the elimination thereof, in the aggregate with any other noncompliance with any of the foregoing and the elimination thereof, could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

6.9 Ratings. Use commercially reasonable efforts to maintain a rating (but not a particular rating) for the Facilities from both Moody's and S&P.

6.10 Additional Collateral, etc. (a) With respect to any property acquired after the Closing Date by any Group Member (other than (x) any property described in paragraph (b), (c) or (d) below, (y) any property subject to a Lien expressly permitted by Section 7.3(d) or (n) and (z) property acquired by any Foreign Subsidiary) as to which the Administrative Agent, for the benefit of the Lenders, does not have a perfected Lien, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in such property and promptly (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least $5,000,000 acquired after the Closing Date by any Group Member (other than (x) any such real property subject to a Lien expressly permitted by Section 7.3(d) or (n) and (z) real property acquired by any Foreign Subsidiary), promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Lenders, covering such real property, (ii) if requested by the Administrative Agent, provide the Lenders with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(c) With respect to any new Subsidiary (other than a Foreign Subsidiary) created or acquired after the Closing Date by any Group Member (which, for the purposes of this paragraph (c), shall include any existing Subsidiary that ceases to be a Foreign Subsidiary), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any Group Member, (ii) deliver to the Administrative Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the Lenders a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above with respect to any such new Subsidiary with assets in excess of $5,000,000, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

(d) With respect to any new Foreign Subsidiary created or acquired after the Closing Date by any Group Member (other than by any Group Member that is a Foreign Subsidiary), promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any such Group Member (provided that in no event shall more than 65% of the total outstanding voting Capital Stock of any such new Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, and take such other action as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above with respect to any such new Foreign Subsidiary with assets in excess of $5,000,000, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

SECTION 7. NEGATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, each of Holdings and the Borrower shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly:

7.1 Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as at the last day of any Reference Period of Holdings ending during any period set forth below to exceed the ratio set forth below opposite such period:

Period	Consolidated Leverage Ratio
January 1, 2008 to June 30, 2008	5.00 to 1.00
July 1, 2008 to September 30, 2008	4.75 to 1.00
October 1, 2008 to March 31, 2009	4.50 to 1.00
April 1, 2009 to September 30, 2009	4.25 to 1.00
October 1, 2009 to March 31, 2010	4.00 to 1.00
April 1, 2010 to December 31, 2010	3.75 to 1.00
January 1, 2011 and thereafter	3.50 to 1.00

7.2 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) Indebtedness of the Borrower to any Restricted Subsidiary and of any Subsidiary Guarantor to the Borrower or any Restricted Subsidiary and of any Subsidiary that is not a Guarantor to (i) any other Subsidiary that is not a Guarantor or (ii) the Borrower or any Subsidiary Guarantor in an aggregate principal amount not to exceed $10,000,000 at any one time outstanding; provided that any such Indebtedness of a Loan Party to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(c) Indebtedness outstanding on the date hereof and listed on Schedule 7.2(c) and any Permitted Refinancing Indebtedness in respect of any such Indebtedness;

(d) Indebtedness with respect to purchase money Indebtedness and Capital Lease Obligations (including Sale and Lease-Back Transactions to the extent permitted by Section 7.11) and Indebtedness in connection with the acquisition or improvement of real property in an aggregate principal amount not to exceed $50,000,000 at any one time outstanding; provided, (i) with respect to purchase money Indebtedness, any such Indebtedness shall be secured only by the asset required in connection with the incurrence of such Indebtedness and, at the time of incurrence, shall constitute not less than 75% of the aggregate consideration paid with respect to such asset; and (ii) such Indebtedness shall have been incurred by the Borrower or any Restricted Subsidiary within 270 days after the acquisition, lease, repair or improvement of the respective asset in order to finance such acquisition, lease, repair or improvement;

(e) any other Indebtedness of the Borrower or any Subsidiary Guarantor in an aggregate amount not exceeding the greater of (i) $75,000,000 and (ii) 7.5% of Total Tangible Assets at any one time outstanding;

(f) Indebtedness of Holdings to the Borrower to the extent the related advance would be permitted to be made as a Restricted Payment hereunder (it being understood that any such advance shall be deemed to be and shall count as a Restricted Payment for purposes of Section 7.6) or otherwise permitted under Section 7.8;

(g) obligations in respect of performance, surety, statutory or appeal bonds or with respect to worker’s compensation claims, or similar obligations, or other bonds permitted under Section 7.3;

(h) Indebtedness incurred in the ordinary course of business in respect of netting services, overdraft protections, check endorsements and otherwise in connection with deposit accounts or cash management service;

(i) Indebtedness consisting of promissory notes issued by Holdings to officers, directors and employees of Holdings, the Borrower or any Restricted Subsidiaries to purchase or redeem Capital Stock of Holdings to the extent permitted hereunder, in an aggregate amount not exceeding $10,000,000 at any time outstanding;

(j) Indebtedness under Swap Agreements permitted by Section 7.12 and under Specified Cash Management Agreements;

(k) Indebtedness of the Borrower or a Restricted Subsidiary supported by a Letter of Credit; provided, however, that (i) the aggregate principal amount of any such Indebtedness does not at any time exceed the amount available to be drawn under such Letter of Credit, and (ii) such Indebtedness matures at least five Business Days prior to the scheduled expiry date of such Letter of Credit;

(l) Indebtedness consisting of obligations of Holdings, the Borrower or the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Spin, Permitted Business Acquisitions or any other Investment expressly permitted hereunder or otherwise in the ordinary course of business;

(m) additional unsecured Indebtedness (including Subordinated Indebtedness) of the Borrower and any Subsidiary Guarantor and any Permitted Refinancing Indebtedness in respect of any such Indebtedness; provided that (i) both immediately prior to and immediately after giving effect to the incurrence thereof, no Default or Event of Default shall exist or result therefrom and the Consolidated Leverage Ratio as of the last day of the Reference Period ending as of the last day of the last fiscal quarter for which financial statements have been or are required to be delivered pursuant to Section 6.1 (determined on a pro forma basis and calculated as though all such additional Indebtedness had been incurred at the beginning of the relevant Reference Period) shall not exceed the then applicable Consolidated Leverage Ratio set forth in Section 7.1, (ii) if subordinated to the Obligations, such Indebtedness is Subordinated Indebtedness, such Indebtedness matures after, and does not require any scheduled amortization or other scheduled payments of principal prior to, the date that is ninety-one (91) days after the maturity of the Loans hereunder and (iii) such Indebtedness is not guaranteed by Holdings or any Subsidiary of Holdings other than the Subsidiary Guarantors (which guarantees, if such Indebtedness is subordinated, shall be expressly subordinated to the Obligations on terms not less favorable to the Lenders than the subordination terms of such Subordinated Indebtedness);

(n) Indebtedness assumed or acquired in connection with Permitted Business Acquisitions, which Indebtedness in each case, exists at the time of such Permitted Business Acquisition and is not created in contemplation of such event, the aggregate principal amount thereof at the time of such acquisition or assumption does not exceed the greater of (i) $75,000,000 or (ii) 7.5% of Total Tangible Assets in connection with any such acquisition and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;

(o) accretion or amortization of original issue discount and accretion of interest paid in kind, in each case in respect of Indebtedness otherwise permitted by this Section 7.2;

(p) Indebtedness owed to any Person providing property, casualty, business interruption or liability insurance to Holdings, the Borrower or any of the Restricted Subsidiaries, provided that such Indebtedness is incurred to finance insurance premiums in respect of such insurance;

(q) Indebtedness incurred by Holdings, the Borrower or any of the Restricted Subsidiaries arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, or from guaranties or letters of credit, surety bonds or performance bonds securing the performance of Holdings, the Borrower or any such Restricted Subsidiary pursuant to such agreements, in connection with Permitted Business Acquisitions, other permitted Investments or permitted dispositions of any business, assets or Subsidiary of Holdings or the Borrower or any of the Restricted Subsidiaries; and

(r) Indebtedness of Foreign Subsidiaries, Joint Ventures and Restricted Subsidiaries other than Subsidiary Guarantors in an aggregate amount not exceeding the greater of (i) $100,000,000 or (ii) 10% of Total Tangible Assets at any time outstanding.

7.3 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens for taxes, assessments, charges or other governmental levies not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of Holdings, the Borrower or the Restricted Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens (statutory or contractual) arising in the ordinary course of business that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts;

(c) Liens outstanding on the date hereof and listed on Schedule 7.3(c);

(d) Liens on assets securing purchase money Indebtedness or Capital Lease Obligations (including a Sale and Lease-Back Transaction permitted by Section 7.11) or on real property and improvements permitted by Section 7.2(d);

(e) municipal ordinances, reservations, exceptions, easements, rights-of-way, restrictions and other similar encumbrances and other defects or irregularities of title or matters that are disclosed by a survey of any real property that, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of the Restricted Subsidiaries;

(f) Liens created pursuant to the Security Documents;

(g) contractual or statutory Liens of landlords and Liens of suppliers (including sellers of goods) and other Liens imposed by law or pursuant to customary reservations or retentions of title arising in the ordinary course of business;

(h) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions whether arising by contract or operation of law, incurred in the ordinary course of business;

(i) Liens attaching solely to cash earnest money deposits (and proceeds thereof) in connection with any letter of intent or purchase agreement in connection with a Permitted Business Acquisition;

(j) Liens arising from precautionary UCC financing statements regarding operating leases not constituting Indebtedness or consignments;

(k) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(l) Liens encumbering customary initial deposits and margin deposits, and similar Liens and margin deposits, and similar Liens attaching to commodity trading accounts or other brokerage accounts, in each case incurred in the ordinary course of business;

(m) Liens incurred in connection with the purchase or shipping of goods or assets on the related goods or assets and proceeds thereof in favor of the seller or shipper of such goods or assets;

(n) Liens existing on property at the time of its acquisition pursuant to a Permitted Business Acquisition after the date hereof; provided that (i) such Lien was not created in contemplation of such acquisition, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than improvements and after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), and (iii) the Indebtedness secured thereby is permitted under Section 7.2(d) or (n);

(o) Liens arising out of judgments or awards not constituting an Event of Default under Section 8(h);

(p) any interest or title of a licensor, sublicensor, lessor or sublessor under any license or lease agreement entered in the ordinary course of business not interfering in any material respect with the business of the Borrower or any of its Subsidiaries;

(q) licenses, sublicenses, leases or subleases granted to third Persons in the ordinary course of business not interfering in any material respect with the business of the Borrower or any of its Subsidiaries;

(r) Liens which arise under Article 2 and under Article 4 of the UCC on items in collection and documents and proceeds related thereto;

(s) Liens not otherwise permitted by this Section 7.3 so long as the aggregate outstanding principal amount of the obligations secured thereby does not exceed (as to Holdings, the Borrower and all Restricted Subsidiaries) the greater of (i) $75,000,000 or (ii) 7.5% of Total Tangible Assets at any one time;

(t) Liens in favor of customs and revenues authorities which secure payment of customs duties in connection with the importation of goods;

(u) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.8(f) or (y) to be applied against the purchase price for such Investment, or (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(v) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business in accordance with past practice;

(w) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing insurance carriers under insurance or self insurance arrangements;

(x) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, contractual or warranty obligation, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case incurred in the ordinary course of business;

(y) Liens on cash and Cash Equivalents, in an aggregate amount at any time not to exceed $50,000,000, deposited with a Lender or an affiliate of a Lender to secure obligations to such Person arising under a Specified Swap Agreement; and

(z) Liens on assets of Foreign Subsidiaries, Joint Ventures and Restricted Subsidiaries other than Subsidiary Guarantors to secure Indebtedness described in Section 7.2(r) hereof.

7.4 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any other Subsidiary (provided that when a Subsidiary that is not a Subsidiary Guarantor is merging or consolidating with a Subsidiary Guarantor, the continuing or surviving corporation shall be a Subsidiary Guarantor);

(b) any Restricted Subsidiary of the Borrower may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) (i) to the Borrower or any other Restricted Subsidiary (upon voluntary liquidation or otherwise) (provided that when a Subsidiary that is a Subsidiary Guarantor is so Disposing of all or substantially of its assets to another Subsidiary, such other Subsidiary must be a Subsidiary Guarantor) or (ii) pursuant to a Disposition permitted by Section 7.5;

(c) any Restricted Subsidiary may liquidate or dissolve or change its legal form if Holdings or the Borrower, as the case may be, determines in good faith that such action is in the best interests of Holdings or the Borrower and the Subsidiaries and is not disadvantageous to the Lenders in any material respect;

(d) any Investment expressly permitted by Section 7.8 may be structured as a merger, consolidation or amalgamation; provided that (i) if the continuing or surviving Person is a Restricted Subsidiary, such Restricted Subsidiary shall have complied with its obligations under Section 6.10, (ii) in the case of a transaction, the purpose of which is a Subsidiary Redesignation or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary, such transaction shall be consummated in compliance with Section 7.8, and (iii) if the Borrower is a party thereto, the Borrower shall be the continuing or surviving Person; and

(e) so long as no Default or Event of Default exists or would result therefrom and after giving effect thereto, the Borrower shall be in compliance with a Consolidated Leverage Ratio equal to the then applicable Consolidated Leverage Ratio set forth in Section 7.1 as of the last day of the Reference Period ending as of the last day of the last fiscal quarter for which financial statements have been or are required to be delivered pursuant to Section 6.1 (determined on a pro forma basis and calculated as though all Indebtedness resulting from or incurred in connection with such merger had been incurred at the beginning of the relevant Reference Period), the Borrower may merge with any other Person; provided that (i) the Borrower shall be the continuing or surviving corporation or (ii) if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the "Successor Company"), (A) the Successor Company shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (B) the Successor Company shall expressly assume all the obligations of the Borrower, as the case may be, under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (C) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee and Collateral Agreement confirmed that its obligations thereunder shall apply to the Successor Company's obligations under this Agreement, (D) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have by an amendment to or restatement of the applicable Mortgage confirmed that its obligations thereunder shall apply to the Successor Company's obligations under this Agreement, and (E) the Borrower shall have delivered to the Administrative Agent an officer's certificate and an opinion of counsel, each stating that such merger or consolidation and such supplement to this Agreement or any Security Document comply with this Agreement; provided, further, that if the foregoing are satisfied, the Successor Company will succeed to, and be substituted for, the Borrower under this Agreement.

7.5 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property, of property no longer used or useful in the conduct of the Borrower and the Restricted Subsidiaries or surplus property (including abandonment or lapse of obsolete or surplus Intellectual Property), in each case in the ordinary course of business;

(b) the Disposition of Cash Equivalents and sale of inventory in the ordinary course of business;

(c) Dispositions permitted by Section 7.4(a), clause (i) of Section 7.4(b) and 7.4(c);

(d) the sale or issuance of any Restricted Subsidiary's Capital Stock to the Borrower or any Wholly Owned Subsidiary Guarantor or otherwise to its equityholders;

(e) the Disposition for market value of other property in the aggregate having a book value not exceeding 20% of the consolidated assets of the Borrower and the Restricted Subsidiaries in the aggregate from and after the Closing Date (with consolidated assets being determined at the time of any such Disposition by reference to the most recent consolidated financial statements delivered pursuant to Section 6.1); provided that not less than 75% of the total consideration for any such Disposition shall be paid to the Borrower in cash or within 180 days after the consummation of such Disposition is reasonably expected to and shall be converted into cash; and provided, further, that any liabilities that, if not assumed by the transferee with respect to the applicable Disposition, would have been deducted in calculating the Net Cash Proceeds from such Disposition but that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and all of the Subsidiaries shall have been validly released by all applicable creditors in writing, shall be treated as cash consideration;

(f) Holdings and the Restricted Subsidiaries may transfer assets to the Borrower or any Subsidiary Guarantor;

(g) the Borrower and the Restricted Subsidiaries shall be permitted to make Permitted Dispositions;

(h) the Borrower and the Restricted Subsidiaries shall be permitted to sell or otherwise dispose of property and other assets pursuant to Sale and Lease-Back Transactions permitted by Section 7.11;

(i) condemnations and casualty events, so long as the Net Cash Proceeds of such Recovery Event are applied in accordance with Section 2.11(b);

(j) like-kind exchanges of existing assets for similar replacement assets, so long as the receipt of the replacement assets in such exchange occurs at the time of or within twenty Business Days following the transfer thereof and not less than fair market value is received for the existing asset in such exchange; and

(k) sales, transfers, leases and other dispositions of Investments in Joint Ventures to the extent required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements.

Notwithstanding the foregoing, the Disposition of any Capital Stock of a Restricted Subsidiary (other than as permitted by clause (d) above) shall not be permitted unless all the Capital Stock of such Restricted Subsidiary is Disposed of pursuant to such Disposition and any other Investments in such Restricted Subsidiary, or any of its Subsidiaries, are also Disposed of or otherwise repaid in connection with such Disposition, or are treated as Investments under, and permitted by, clause (v) of Section 7.8.

7.6 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (collectively, "Restricted Payments"), except that:

(a) any Subsidiary may make Restricted Payments to the Borrower or any other Restricted Subsidiary (pro rata based on the ownership interest of such other Subsidiary);

(b) so long as no Event of Default shall have occurred and be continuing or would result therefrom, the Borrower may pay dividends to Holdings to permit Holdings to purchase (and Holdings may purchase or cause to be purchased) Capital Stock of Holdings from present or former directors, officers or employees of any Group Member, their estates, spouses, former spouses and their heirs upon and after the death, disability or termination of employment of such officer or employee, provided, that the aggregate amount of payments under this clause (b) after the date hereof (net of any proceeds received by Holdings and contributed to the Borrower after the date hereof in connection with resales of any such Capital Stock) shall not exceed (A) in the aggregate during any fiscal year (w) $5,000,000 in cash plus (x) the amount of any equity contribution made to the Borrower (through Holdings) for the purpose of such repurchase (and Not Otherwise Applied) plus (y) the proceeds of any key-man life insurance with respect to such employee paid to Holdings, the Borrower or any of its Subsidiaries and (B) $25,000,000 in cash on a cumulative basis;

(c) the Borrower may directly or indirectly make distributions to Holdings or make payments on behalf of Holdings, to the extent necessary (i) to pay the taxes, (ii) to pay the operating and administrative expenses of Holdings incurred in the ordinary course of the Borrower's or any Restricted Subsidiary's business including, without limitation, reasonable directors' fees and expenses and customary corporate indemnities owing to directors of Holdings, the Borrower, the Restricted Subsidiaries or any of their Affiliates in the ordinary course of business and (iii) to finance any Investment permitted to be made under Section 7.8; provided, that (A) such dividend or distribution under this clause (iii) shall be made substantially concurrently with the closing of such Investment, (B) Holdings shall, immediately following the closing thereof cause all property acquired to be contributed to the Borrower or a Restricted Subsidiary or the merger of the person formed or acquired into the Borrower or a Restricted Subsidiary in order to consummate such Investment and (C) such Restricted Subsidiary shall become a Subsidiary Guarantor and comply with its obligations under Section 6.10;

(d) Holdings may make non-cash Restricted Payments in the form of repurchases of its Capital Stock deemed to occur upon the non-cash exercise of stock options and warrants;

(e) Restricted Payments made on the Closing Date to consummate the Spin;

(f) Holdings and its Subsidiaries may pay dividends through issuance of Qualified Capital Stock and may redeem any Capital Stock in exchange for other Qualified Capital Stock;

(g) the repurchase, redemption or other acquisition for value of any Capital Stock of any Subsidiary held by a Person other than a Loan Party or a Subsidiary of a Loan Party, provided, that such transaction is treated as an Investment and is permitted by Section 7.8; and

(h) in addition to the foregoing Restricted Payments and so long as no Default shall have occurred and be continuing or would result therefrom, the Borrower may make additional Restricted Payments to Holdings the proceeds of which may be utilized by Holdings to make additional Restricted Payments, in an aggregate amount, not to exceed the sum of (i) the aggregate amount of $75,000,000 *plus* (ii) if the Consolidated Leverage Ratio as of the last day of the Reference Period ending as of the last day of the last fiscal quarter for which financial statements have been or are required to be delivered pursuant to Section 6.1 (after giving pro forma effect to such additional Restricted Payments) is 3.75:1.00 or less, the Applicable Amount *minus* (iii) the aggregate amount of all Declined Prepayment Amounts and the aggregate amount of Investments made pursuant to Section 7.8(v) and prepayments of Subordinated Indebtedness made pursuant to clause (II) of the proviso to Section 7.9(a) in each case since the Closing Date.

7.7 Lines of Business. Enter into any business, either directly or through any Subsidiary, except for (a) those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement (after giving effect to the Spin) or that are reasonably complementary or related thereto, or (b) any other business in a manner that is not material to the activities of the Borrower and its Subsidiaries, taken as a whole.

7.8 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "Investments"), except:

(a) accounts receivable and other extensions of trade credit by the Borrower and the Restricted Subsidiaries in the ordinary course of business;

(b) Investments in cash and Cash Equivalents;

(c) Guarantee Obligations permitted by Section 7.2;

(d) intercompany Investments (i) by any Group Member in (x) the Borrower or any Person that, prior to such investment, is a Subsidiary Guarantor or (y) so long as no Default or Event of Default shall have occurred and be continuing, any Unrestricted Subsidiary to the extent any such Investments made pursuant to this subclause (y) do not exceed $25,000,000 in the aggregate at any time outstanding and (ii) so long as no Default or Event of Default shall have occurred and be continuing, by the Borrower and its Restricted Subsidiaries in Subsidiaries that are not Guarantors, which do not exceed $50,000,000 in the aggregate at any time outstanding;

(e) existing Investments as listed on Schedule 7.8(e);

(f) Permitted Business Acquisitions;

(g) the formation of and Investments in new Restricted Subsidiaries that are Subsidiary Guarantors, provided that (i) such Restricted Subsidiary is owned by Holdings, the Borrower or a Subsidiary Guarantor, and (ii) after formation or acquisition of any such Restricted Subsidiary and the Investment therein, and after giving effect thereto, (A) such new Restricted Subsidiary and its parent shall have entered into any and all agreements necessary to comply with Section 6.10;

(h) the Borrower and the Restricted Subsidiaries may receive and own Capital Stock or other investments acquired as non-cash consideration pursuant to Dispositions permitted under Section 7.5;

(i) the Borrower and the Restricted Subsidiaries may make pledges and deposits permitted under Section 7.3;

(j) the Borrower and the Restricted Subsidiaries may make Investments and guarantees expressly permitted under Sections 7.2, 7.4, 7.5 and 7.6 (subject to clause (t) below in the case of Investments by the Borrower and Subsidiary Guarantors in, or guarantees by the Borrower and Subsidiary Guarantors of obligations of, Subsidiaries that are not Guarantors);

(k) the Borrower and the Restricted Subsidiaries may make an Investment that could otherwise be made as a Restricted Payment to the extent the related advance or investment would

be permitted under clause (h) of Section 7.6 (it being understood that any such Investment shall be deemed to be and shall count as a Restricted Payment for purposes of clause (h) of Section 7.6);

(l) following the consummation of a Permitted Business Acquisition of Capital Stock of a Person that, immediately thereafter, is not wholly owned, Investments consisting of the purchase of additional Capital Stock of such Person, provided that such acquisition shall be treated as a Permitted Business Acquisition and such acquisition shall satisfy all the requirements to qualify as a Permitted Business Acquisition;

(m) Investments consisting of endorsements for collection or deposit in the ordinary course of business;

(n) (i) deposits in the ordinary course of business consistent with past practices to secure the performance of operating leases and payment of utility contracts and (ii) good faith deposits required in connection with Permitted Business Acquisitions, other permitted Investments and Joint Ventures permitted under this Section 7.8;

(o) Holdings and the Borrower may acquire and hold (or cancel, forgive, write-off or set-off) promissory notes of employees of Holdings or its Subsidiaries in connection with such Person's purchase of Permitted Capital Stock of Holdings;

(p) Investments received in connection with any bankruptcy or reorganization of, or any good faith settlement of delinquent accounts and disputes with, any customer or supplier arising in the ordinary course of business;

(q) the Borrower may enter into Swap Agreements that are not speculative in nature to the extent permitted hereunder;

(r) any Investments consisting of deferred compensation owed to employees of Holdings, the Borrower and the Subsidiaries;

(s) Investments consisting of loans and advances to directors and employees of any Group Member (including for travel, entertainment and relocation expenses and analogous ordinary business purposes) not exceeding $5,000,000 in the aggregate at any time outstanding;

(t) Investments in Joint Ventures in an aggregate amount at any time not to exceed $50,000,000 (measured as of the date on which each such Investment was made);

(u) Investments made in connection with the funding of contributions under any non-qualified retirement plan or similar employee compensation plan in an amount not to exceed the amount of compensation expense recognized by Holdings and the Restricted Subsidiaries in connection with such plans;

(v) so long as immediately after giving effect to any such Investment, no Default has occurred and is continuing, other Investments that do not exceed, in the aggregate, (i) $75,000,000 *plus* (ii) if the Consolidated Leverage Ratio as of the last day of the Reference Period ending as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.1 (after giving pro forma effect to such additional Investments) is 3.75:1.00 or less, the Applicable Amount *minus* (iii) the aggregate amount of Restricted Payments made pursuant to Section 7.6(h) and prepayments of Subordinated Indebtedness made pursuant to clause (II) of the proviso to Section 7.9(a) in each case since the Closing Date; and

(w) other Investments in an aggregate amount that do not exceed $75,000,000.

The amount of any Investment shall be the initial amount of such Investment and any addition thereto, as reduced by any repayment of principal (in the case of an Investment constituting Indebtedness) or any distribution or other return (in the case of any other Investment) but shall not include any increase in the value of such Investment.

7.9 Optional Payments and Modifications of Certain Debt Instruments. (a) Make or offer to make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds with respect to any Subordinated Indebtedness; provided, so long as no Event of Default shall have occurred and be continuing or would result therefrom, that the Borrower may pay, prepay, repurchase or redeem any Subordinated Indebtedness, (I) pursuant to a refinancing thereof with Permitted Refinancing Indebtedness (to the extent permitted by Section 7.2), or (II) in an aggregate amount of (i) $75,000,000 *plus* (ii) if the Consolidated Leverage Ratio as of the last day of the Reference Period ending as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.1 is 3.75:1.00 or less, with the Applicable Amount *minus* the aggregate amount of Declined Prepayment Amounts and the aggregate amount of Restricted Payments made pursuant to Section 7.6(h) and Investments made pursuant to Section 7.8(v) in each case since the Closing Date; or (b) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Subordinated Indebtedness (other than any such amendment, modification, waiver or other change that (i) would extend the maturity or reduce the amount of any payment of principal thereof or reduce the rate or extend any date for payment of interest thereon and (ii) does not involve the payment of a consent fee).

7.10 Transactions with Affiliates. Except as set forth in Schedule 7.10 hereof and for all documents entered into prior to the Closing Date related to the Spin, enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Subsidiary Guarantor) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Group Member, (c) upon fair and reasonable terms no less favorable to the relevant Group Member than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate, (d) the payment of fees and expenses in connection with the consummation of the Spin, (e) Restricted Payments permitted under Section 7.6, and (f) transactions engaged in by the Borrower and Restricted Subsidiaries with Unrestricted Subsidiaries in good faith to effect (1) cash management practices, (2) the operations, governance, administration and corporate overhead of the consolidated companies and (3) the tax management of the consolidated companies. Notwithstanding the foregoing, Holdings, the Borrower and the Restricted Subsidiaries may pay customary salaries, compensation arrangements, fees to, and the out-of-pocket expenses of, its board of directors, employees and officers and may provide customary corporate indemnities for the benefit of members of its board of directors, employees and officers.

7.11 Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member (a "Sale and Lease-Back Transaction"); provided that a Sale and Lease-Back Transaction shall be permitted with respect to property owned by the Borrower or any Restricted Subsidiary that is acquired, leased, repaired or improved after the Closing Date so long as such Sale and Lease-Back Transaction is consummated within 270 days of the acquisition, lease, repair or improvement of such property and is permitted by Section 7.2(d) and Section 7.3(d).

7.12 Swap Agreements. Enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Capital Stock) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

7.13 Changes in Fiscal Periods. Permit the fiscal year of Holdings or the Borrower to end on a day other than December 31 or change Holdings' or the Borrower's method of determining fiscal quarters.

7.14 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary or (c) transfer any of its assets to the Borrower or any other Subsidiary, except for (x) agreements which (i) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such agreements were not entered into in contemplation of such Person becoming a Subsidiary, (ii) are customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures or non-Wholly Owned Subsidiaries permitted under Section 7.8 and applicable solely to such Joint Venture or non-Wholly Owned Subsidiaries entered into in the ordinary course of business, (iii) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto, (iv) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Restricted Subsidiary, (v) are customary provisions restricting assignment of any agreement entered into in the ordinary course of business, (vi) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business) and (vii) are or were created by virtue of any transfer of, agreement to transfer or option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement and (y) such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents or (ii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or any assets of such Restricted Subsidiary.

SECTION 8. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five Business Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 6.4(a) (with respect to Holdings and the Borrower only), Section 6.3, Section 6.7(a) or Section 7 of this Agreement or Sections 5.5 and 5.7(b) of the Guarantee and Collateral Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8), and such default shall continue unremedied for a period of 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or

(e) any Group Member shall (i) default in making any payment of any principal of or interest on any Indebtedness (including any Guarantee Obligation, but excluding the Loans) beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable and such default has not been waived; provided, that a default, event or condition described in clause (i), or (ii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i) or (ii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the outstanding principal amount of which exceeds in the aggregate $35,000,000; or

(f) (i) any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Group Member (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any Group Member shall engage in any non-exempt "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA) or any failure by any Plan that is subject to Title IV of ERISA to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) on and after the effectiveness of the Pension Act, there is a determination that any Plan subject to Title IV of ERISA is in "at risk" status (within the meaning of Title IV of ERISA); (vi) any Group Member or any Commonly Controlled Entity shall incur, or in the reasonable opinion of the Required Lenders is likely to incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization, or endangered or critical status (within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA) of, a Multiemployer Plan or (vii) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vii) above, such event or condition, together with all other such events or conditions, if any, could, in the sole judgment of the Required Lenders, reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of $35,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Security Documents with respect to any portion of the Collateral having a book value or fair market value exceeding $2,500,000 shall cease to be enforceable and of the same effect and priority purported to be created thereby; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(k) (i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) shall become, or obtain rights (whether by means or warrants, options or otherwise) to become, the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than 35% of the outstanding common stock of Holdings; (ii) the board of directors of Holdings shall cease to consist of a majority of Continuing Directors; or (iii) Holdings shall cease to own and control, of record and beneficially, directly, 100% of each class of outstanding Capital Stock of the Borrower free and clear of all Liens (except Liens created by the Guarantee and Collateral Agreement); provided, however, that no Default or Event of Default shall occur

pursuant to this Section 8(k) as a result of the Sponsor and/or any Control Investment Affiliate of the Sponsor becoming, or obtaining any rights to become, holders of up to 40% of the Capital Stock of Holdings; or

(l) Holdings shall (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Borrower or a Restricted Subsidiary created after the Closing Date in accordance with Section 7.6(c) or Section 7.8, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (w) Indebtedness incurred pursuant to Section 7.2(f), (x) nonconsensual obligations imposed by operation of law, (y) obligations pursuant to the Loan Documents to which it is a party and (z) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with dividends made by the Borrower in accordance with Section 7.6 or Section 7.8 pending application in the manner contemplated by said Section) and cash equivalents) other than the ownership of shares of Capital Stock of the Borrower or a Restricted Subsidiary created after the Closing Date in accordance with Section 7.6(c); or

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). Except as expressly provided above in this Section 8, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

Notwithstanding anything to the contrary contained in this Section 8, in the event that the Borrower fails (or, but for the operation of this paragraph, would fail) to comply with Section 7.1, until the expiration of the 10th day subsequent to the date the certificate calculating the Consolidated Leverage Ratio is required to be delivered pursuant to Section 6.2(b), the Borrower shall have the right to issue

Qualified Capital Stock for cash and Holdings shall have the right to contribute cash to the Borrower in respect of its common Capital Stock interests in the Borrower (the "Cure Right"), and upon the receipt by the Borrower of such cash (the "Specified Equity Contribution"), the Consolidated Leverage Ratio shall be recalculated giving effect to the following pro forma adjustments: (i) Consolidated EBITDA shall be increased, solely for the purpose of determining compliance with Section 7.1 and not for any other purpose under or action restricted by this Agreement, by an amount equal to the Specified Equity Contribution; and (ii) if, after giving effect to the foregoing recalculations, the Borrower shall then be in compliance with Section 7.1, the Borrower shall be deemed to have satisfied the requirements of the Consolidated Leverage Ratio as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 7.1 that had occurred shall be deemed cured for purposes of this Agreement and, if prior to the making of such Specified Equity Contribution the Obligations have been declared to be due and payable solely as a result of such failure to comply with Section 7.1 for such Reference Period, such declaration shall be deemed, without any further action by the Lenders, to be rescinded. Notwithstanding anything herein to the contrary, (i) in each four-fiscal-quarter period there shall be at least one fiscal quarter with respect to which the Cure Right is not exercised, (ii) in each eight fiscal quarter period, there shall be at least four fiscal quarters with respect to which the Cure Right is not exercised and (iii) the Specified Equity Contribution shall be no greater than the amount required for purposes of complying with Section 7.1.

SECTION 9. THE AGENTS

9.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, advisors, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any

Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent

hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

9.7 Indemnification. The Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors, and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by Holdings or the Borrower and without limiting the obligation of Holdings or the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence or willful misconduct. The agreements in this Section 9.7 shall survive the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 and of Section 10.5 shall continue to inure to its benefit.

9.10 Documentation Agent and Syndication Agent. Neither the Documentation Agent nor the Syndication Agent shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 10. MISCELLANEOUS

10.1 Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.1, or require any Lender to make available Interest Periods longer than six months, in each case without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (iv) amend, modify or waive any provision of Section 7.1 without the written consent of the Majority Facility Lenders; (v) amend, modify or waive any provision of Section 2.17 (except for clause (d)) or Section 10.7(a) without the written consent of the affected Lenders in respect of each Facility adversely affected thereby; (vi) reduce the amount of Net Cash Proceeds or Excess Cash Flow required to be applied to prepay Loans under this Agreement without the written consent of the Majority Term Loan Lenders; (vii) reduce the percentage specified in the definition of Majority Revolving Facility Lenders or Majority Term Facility Lenders without the written consent of all Lenders under the applicable Facility; (viii) amend, modify or waive any provision of Section 9 or any other provision of any Loan Document that affects the Administrative Agent without the written consent of the Administrative Agent; (ix) amend, modify or waive any provision of Section 2.6 or 2.7 without the written consent of the Swingline Lenders; or (x) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender; provided, that no amendment, modification, waiver of or consent with respect to any of the terms and provisions of Section 7.1 and the related definitions (only as used therein) shall be effective without the written consent of the Required Lenders and any such amendment, supplement, modification, termination or waiver shall be effective with the written consent of only the Required Lenders (or the Administrative Agent with the prior written consent thereof), on the one hand, and the Borrower, on the other hand. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders. No consent of the Lenders is required for any Incremental Extensions of Credit unless otherwise required pursuant to Section 2.23.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all outstanding Term Loans ("Replaced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"), provided that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Replaced Term Loans and (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing.

10.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of Holdings, the Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings:	Metavante Technologies, Inc. 4900 West Brown Deer Road Milwaukee, WI 53223 Attention: Norrie Daroga, Chief Administrative Officer Telecopy: (414) 362-1705 Telephone: (414) 357-9110
Borrower:	Metavante Corporation 4900 West Brown Deer Road Milwaukee, WI 53223 Attention: Norrie Daroga, Chief Administrative Officer Telecopy: (414) 362-1705 Telephone: (414) 357-9110
Administrative Agent:	JPMorgan Chase Bank, N.A. Loan & Agency Services 1111 Fannin Street, 10th Floor Houston, Texas 77002 Attention: Jennifer Anyigbo Telecopy: (713) 750-2782 Telephone: (713) 750-2110

with copies to:

JPMorgan Chase Bank, N.A.
4 New York Plaza, 4th floor
New York, NY 10004
Attention: Stella Millas
Telecopy: (212) 623-1310
Telephone: (212) 623-7539

JPMorgan
560 Mission St
San Francisco, CA 94105
Attention: William Rindfuss
Telecopy: (415) 315-8586
Telephone: (415) 315-8232

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Payment of Expenses and Taxes. The Borrower agrees (a) to pay or reimburse the Administrative Agent and the Arrangers for all its reasonable and documented costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of one counsel to the Administrative Agent and the Arrangers and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Closing Date (in the case of amounts to be paid on the Closing Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse

each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent, (c) to pay, indemnify, and hold each Lender, the Arrangers and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender, the Arrangers and the Administrative Agent and their respective officers, directors, employees, affiliates, agents, trustees, advisors and controlling persons (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the "Indemnified Liabilities"), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee; provided, that such claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses are items that the Borrower has an obligation to pay, indemnify and hold each Indemnitee harmless from under Section 10.5(d). All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. The agreements in this Section 10.5 shall survive repayment of the Loans and all other amounts payable hereunder.

10.6 Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder except as permitted under Section 7.4(e) without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default has occurred and is continuing, any other Person;

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund; and

(C) in the case of an assignment of a portion of the Revolving Facility, the Issuing Lender and the Swingline Lenders.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than, in the case of the Revolving Facility, $5,000,000 or, in the case of the Term Facility, $1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent; and

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 10.6.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the Issuing Lender and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 10.6 and any written consent to such assignment required by paragraph (b) of this Section 10.6, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso of Section 10.1 that affects such Participant. Subject to paragraph (c)(ii) of this Section 10.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.6. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. Any Participant that is a Non-U.S. Lender shall not be entitled to the benefits of Section 2.19 unless such Participant complies with Section 2.19(d).

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 10.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of Holdings, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

10.7 Adjustments; Set-off. (a) Except to the extent that this Agreement, any other Loan Document or a court order expressly provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 10.6), or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender, provided that the failure to give such notice shall not affect the validity of such application.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

10.12 Submission To Jurisdiction; Waivers. Each of Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Holdings or the Borrower, as the case may be at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 10.12 any special, exemplary, punitive or consequential damages.

10.13 Acknowledgements. Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and Holdings and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower and the Lenders.

10.14 Releases of Guarantees and Liens. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Loans, the Reimbursement Obligations and the other obligations under the Loan Documents (other than obligations under or in respect of Swap Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

10.15 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all Confidential Information (as defined below) provided to it by any Loan Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section 10.15, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, trustees, attorneys, accountants and other professional advisors or those of any of its affiliates, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed other than as a result of a breach of this paragraph, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document. For the purposes of this Section 10.15, "Confidential Information" means all information received from the Borrower, Holdings or their affiliates or representatives relating to the Borrower, Holdings, their Subsidiaries or their businesses, other than any such information that (a) has become generally available to the public other than as a result of disclosure by the Administrative Agent, such Lender or any affiliate thereof, (b) has been independently developed by the Administrative Agent, such Lender or any affiliate thereof without violating this Section 10.15 or (c) was available to the Administrative Agent, such Lender or any affiliate thereof from a third party having, to knowledge of the Administrative Agent, such Lender or any affiliate thereof, no obligations of confidentiality to the Borrower, Holdings or any other Loan Party. Any person

required to maintain the confidentiality of Confidential Information as provided in this paragraph shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

10.16 **WAIVERS OF JURY TRIAL**. HOLDINGS, THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

10.17 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower , which information includes the names and addresses of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

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

METAVANTE TECHNOLOGIES, INC.

By: /s/ Randall J. Erickson
Name: Randall J. Erickson
Title: Vice President and Secretary

METAVANTE CORPORATION

By: /s/ Navroz J. Daroga
Name: Navroz J. Daroga
Title: Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender

By: /s/ William P. Rindfuss
Name: William P. Rindfuss
Title: Vice President

MORGAN STANLEY SENIOR FUNDING INC.,
as Syndication Agent

By: /s/ Henry F. D'Alessandro
Name: Henry F. D'Alessandro
Title: Vice President

LEHMAN COMMERCIAL PAPER INC.,
as Documentation Agent and as a Lender

By: /s/ Laurie Perper
Name: Laurie Perper
Title: Senior Vice President

BAIRD FINANCIAL CORPORATION,
as Documentation Agent and as a Lender

By: /s/ Leonard M. Rush
Name: Leonard M. Rush
Title:

LEHMAN BROTHERS COMMERCIAL BANK,
as a Lender

By: /s/ Brian McNany
Name: Brian McNany
Title: Authorized Signatory

MORGAN STANLEY BANK,
as a Lender

By: /s/ Todd Vannucci
Name: Todd Vannucci
Title: Vice President

SUNTRUST BANK,
as a Lender

By: /s/ Timothy M. O'Leary
Name: Timothy M. O'Leary
Title: Managing Director

SUMITOMO MISTUI BANKING CORPORATION,
as a Lender

By: /s/ Leo E. Pagarigan
Name: Leo E. Pagarigan
Title: General Manager

THE BANK OF TOKYO - MITSUBISHI UFJ, LTD.,
as a Lender

By: /s/ Victor Pierzchalski
Name: Victor Pierzchalski
Title: Vice President and Manager

RAYMOND JAMES BANK, FSB, as a Lender

By: /s/ Joseph A. Ciccolini
Name: Joseph A. Ciccolini
Title: Vice President—Senior Corporate Banker

TD BANKNORTH, N.A., as a Lender

By: /s/ James Riley
Name: James Riley
Title: Managing Director

COMERICA BANK, as a Lender

By: /s/ Heather A. Whiting
Name: Heather A. Whiting
Title: Vice President

NATIONAL CITY BANK, as a Lender

By: /s/ James Kershner
Name: James Kershner
Title: Vice President

AMERICAN SAVINGS BANK, F.S.B., as a Lender

By: /s/ Carl A. Morita
Name: Carl A. Morita
Title: Vice President

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Schedule 1.1A

Commitments

$250,000,000 Revolving Credit Facility

Name	Amount
JPMorgan Chase Bank, N.A.	$ 48,000,000
Morgan Stanley Bank	$ 48,000,000
Lehman Brothers Commercial Bank	$ 35,000,000
Baird Financial Corporation	$ 25,000,000
SunTrust Bank	$ 25,000,000
Sumitomo Mitsui Banking Corporation	$ 20,000,000
The Bank of Tokyo- Mitsubishi UFJ, Ltd.	$ 12,000,000
Raymond James Bank, FSB	$ 12,000,000
TD Banknorth, N.A.	$ 10,000,000
Comerica Bank	$ 10,000,000
National City Bank	$ 3,000,000
American Savings Bank, F.S.B.	$ 2,000,000

$1,000,000 million Term Loan B

Name	Amount
JPMorgan Chase Bank, N.A.	$ 612,500,000
Morgan Stanley Bank	$ 612,500,000
Lehman Commercial Paper Inc.	$ 215,000,000
Lehman Brothers Commercial Bank	$ 135,000,000
Baird Financial Corporation	$ 175,000,000

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Schedule 1.1B

Mortgaged Properties

Held in the name of the Borrower:

Brown Deer Operations Center
BDOC
4900 West Brown Deer Road
Milwaukee, Wisconsin

Center for Advanced Product Engineering
CAPE
11001 West Lake Park Drive and adjoining vacant land
Milwaukee, Wisconsin

1165 Arbor Drive
Romeoville, Illinois

Held in the name of Advanced Financial Solutions, Inc.:

1200 Sovereign Row
Oklahoma City, Oklahoma

2412 Palmer Circle
Norman, Oklahoma

Schedule 4.1

Financial Condition

Lease Agreement dated as of October 17, 2007 between M&I Equipment Finance Company and the Borrower relating to a 2007 Cessna Citation Sovereign 680 Corporate Aircraft [1]

In October 2007, the Borrower purchased the assets of the First Financial Bank merchant business for $5.6 million; no balance sheet liabilities were assumed.

In October, 2007, the Borrower purchased the assets of the merchant business of DFS Services LLL for $1,742,246.73; no balance sheet liabilities were assumed.

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[1] The lease term will begin upon execution of the lease agreement, currently contemplated to be in October 2007. The basic term of the lease will be 184 months and will terminate in February 2023. The lease contains renewal terms, buyout and end of term purchase options. Rent is due monthly on the first day of every month. Basic Rent will be $97,999.72 per month for the first half of the lease and $137,790.77 per month for the second half of the lease. Daily rent is $3,380, and only applies for the first partial month of the lease. The Borrower is responsible for insurance, license fees and applicable taxes.

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Schedule 4.15

Subsidiaries

Name and jurisdiction of subsidiaries*±

* After giving effect to the transactions contemplated by the Investment Agreement.

± All subsidiaries are 100% owned unless indicated otherwise.

Subsidiaries Incorporated in Wisconsin

Kirchman Corporation
Metavante Corporation
Printing for Systems, Inc.

Subsidiaries Incorporated in Arizona

Metavante Payment Services AZ Corporation

Subsidiaries Incorporated or Organized in Delaware

Brasfield Technology, LLC
Kirchman Company LLC
Metavante Acquisition Company II LLC
Metavante Operations Resources Corporation
Metavante Payment Services, LLC
Monitise Americas, LLC (51% owned)
NYCE Payments Network, LLC
Prime Associates, Inc.
Valutec Card Solutions, LLC
VECTORsgi, Inc.

Subsidiaries Incorporated in Michigan

MBI Benefits, Inc.

Subsidiaries Incorporated or Organized in Nevada

TREEV LLC
Vicor, Inc.

Subsidiaries Incorporated or Organized in Oklahoma

Advanced Financial Solutions, Inc.
Endpoint Exchange LLC

Subsidiaries Incorporated in Pennsylvania

GHR Systems, Inc.

Subsidiaries Incorporated in Tennessee

Link2Gov Corp.

Subsidiaries Incorporated in Texas

AdminiSource Communications, Inc.

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Subsidiaries Incorporated Under the Laws of Canada

Everlink Payment Services, Inc. (51% owned)
GHR Systems Canada, Inc.
Metavante Canada Corporation

Subsidiaries Incorporated or Organized Under the Laws of Mauritius

Metavante Investments (Mauritius) Limited

Joint Venture Agreements with Monitise Americas, LLC and Everlink Payment Services, Inc.

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Schedule 4.19(a)

UCC Filing Jurisdictions

Subsidiary	Filing Office
Kirchman Corporation Metavante Corporation Printing for Systems, Inc.	Wisconsin Department of Financial Institutions
Subsidiary Metavante Payment Services AZ Corporation	Arizona Secretary of State
Subsidiary Brasfield Technology, LLC Kirchman Company LLC Metavante Acquisition Company II LLC Metavante Operations Resources Corporation Metavante Payment Services, LLC Monitise Americas, LLC NYCE Payments Network, LLC Prime Associates, Inc. Valutec Card Solutions, LLC VECTORsgi, Inc.	Delaware Secretary of State
Subsidiary MBI Benefits, Inc.	Michigan Department of State
Subsidiary TREEV LLC Vicor, Inc.	Nevada Secretary of State
Subsidiary Advanced Financial Solutions, Inc. Endpoint Exchange LLC	Oklahoma County Clerk’s Office
Subsidiary GHR Systems, Inc.	Pennsylvania Department of State
Subsidiary Link2Gov Corp.	Tennessee Secretary of State
Subsidiary AdminiSource Communications, Inc.	Texas Secretary of State

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Schedule 4.19(b)

Mortgage Jurisdictions

Real Property Owned	**Filing Office**
Held in the name of the Borrower:	
Brown Deer Operations Center BDOC 4900 West Brown Deer Road Milwaukee, Wisconsin	Milwaukee County Register of Deeds
Center for Advanced Product Engineering CAPE 11001 W. Lake Park Drive and adjoining vacant land Milwaukee, Wisconsin	Milwaukee County Register of Deeds
1165 Arbor Drive Romeoville, Illinois	Will County Recorder of Deeds
Held in the name of Advanced Financial Solutions, Inc.:	
1200 Sovereign Row Oklahoma City, Oklahoma	Oklahoma County Clerk
2412 Palmer Circle Norman, Oklahoma	Cleveland County Clerk

Material Real Property Leased

Borrower
1515 River Center Drive
Milwaukee, Wisconsin 53212

Borrower
5430 Data Court
Ann Arbor, Michigan 48108

NYCE Payments Network LLC
400 Plaza
Secaucus, New Jersey 07094

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Material Real Property Leased (continued):

VECTORsgi, Inc.
15301 Dallas Parkway
Addison, Texas 75001

Borrower
7737 South Howell Avenue
Oak Creek, Wisconsin 53154

Borrower
4101 West 38th Street
Sioux Falls, South Dakota 57106

Borrower
10850 West Park Place
Milwaukee, Wisconsin 53224

Kirchman Corporation
701 East Altamonte Spring Drive
Altamonte, Florida 32701

Kirchman Corporation
711 East Altamonte Spring Drive
Altamonte, Florida 32701

MBI Benefits, Inc.
400 Minuteman Road
Andover MA 01810

Metavante Operations Resources Corp.
1525 Washington Street
Braintree MA 02184

Adminisource Communications, Inc.
1617 W. Crosby Road
Suite 100 and Suite 106
Carrolton TX 75006

Everlink Payment Services, Inc.
65 Allstate Parkway Suite 100
Markham, Ontario
Canada L3R9X1

Advanced Financial Solutions, Inc.
1008 24th Avenue NW
Norman OK 73069

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SCHEDULE 6.3

Post-Closing Actions With Respect to Intellectual Property

1. With respect to US registered trademark 2,578,646, Borrower agrees to correct or to cause to be corrected a clerical error in the name of the registered owner recorded by the USPTO (from AdminiSource Communications, Inc. to AdminiSource Communications Inc.).

2. With respect to US registered trademarks 3,087,390, 3,156,481, 2,778,340 and 2,867,462 and US patents and patent applications 10/044,679, 6,654,487 and 7,092,561, Borrower agrees to update or to cause to be updated the title records at the USPTO such that the registered owner is listed as Advanced Financial Solutions, Inc.

3. With respect to US registered copyright TXu 889084, Borrower agrees to correct or to cause to be corrected a gap in the chain of title records at the USCO (a transaction is missing between Metavante Finance Corporation and Metavante Acquisition Company, LLC).

4. With respect to US registered copyrights TX 5439901, TX 5541737, TX 5439900 and TX 5431167, Borrower agrees to correct or to cause to be corrected a clerical error in the name of the registered owner recorded by the USCO (from Link2Gov Corporation to Link2Gov Corp).

5. With respect to US registered trademarks 2,293,800, 2,992,363, 2,992,365 and 2,992,361, Borrower agrees to update or to cause to be updated the title records at the USPTO such that the registered owner is listed as MBI Benefits, Inc.

6. With respect to US registered trademark 3,326,062, Borrower agrees to correct or to cause to be corrected a clerical error in the name of the registered owner recorded by the USPTO (from Metavante to Metavante Corporation).

7. With respect to US registered trademarks 2,928,981, 2,678,603 and US patent 6,182,060, Borrower agrees to update or to cause to be updated the title records at the USPTO such that the registered owner is listed as Metavante Corporation.

8. With respect to US patent applications 09/277,189, 09/543,938, 09/930,684, 09/999,311, 10/141,244, 10/327,803, 10/357,433, 10/790,600, 11/382,620, 11/460,208, 11/468,169, 11/494,958, 11/503,229, 11/548,864, 11/551,559, 11/627,113, 11/627,138, 11/741,426, 60/265,550, 10/092,262, Borrower agrees to file or to cause to be filed with the USPTO assignments of such patent applications from the relevant inventor/s to Metavante Corporation, should these assignments not already have been filed.

9. With respect to US patent applications 09/751,265 and 09/774,863, Borrower agrees to file or to cause to be filed with the USPTO assignments of such patent applications from the relevant inventor/s to the first listed assignee such that no gap appears in the chain of title for either patent application.

10. With respect to US patent 6,182,060, Borrower agrees to file or to cause to be filed with the USPTO an assignment of such patent from the relevant inventor/s to the actual first assignee, to correct any other gaps in the chain of title for this patent, and to file or to cause to be filed and recorded at the USPTO a release in a form acceptable to the Administrative Agent any outstanding security interests in such patent.

11. With respect to US registered trademarks and trademark applications 76/568,932, 3,134,070, 1,373,041, 1,375,051, 2,333,108, 1,505,133, 1,707,197, 2,333,109, 76/578,585, 78/544,819, 3,029,744, 2,391,336 and 2,960,338, Borrower agrees to update or to cause to be updated the title records at the USPTO such that the registered owner is listed as NYCE Payments Network, LLC.

12. With respect to US patent 7,180,617, Borrower agrees to correct or to cause to be corrected an error or gap in chain of title for this patent: Metavante Corporation is listed as the original assignee in the USPTO's Public PAIR database, but does not appear in any of the post-issuance transactions in the USPTO Assignments database.

13. With respect to US registered trademarks 2,327,324, 2,327,323, 2,327,326, 1,522,495, 2,912,770, 3,060,211, US patent 5,720,036 and US registered copyrights TX4957169, TX4957043, TX4957018, TX4957042, TX4961377 and TX5136554, Borrower agrees to correct or to cause to be corrected a clerical error in the name of the registered owner recorded by the USPTO (from Treev, LLC to Treev LLC).

14. With respect to US patent 5,720,036, Borrower agrees to file or to cause to be filed and recorded at the USPTO a release in a form acceptable to the Administrative Agent of the security interest granted by TREEV, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 2/26/99, recorded by the USPTO at reel/frame 9827/0745 on 3/23/99.

15. With respect to US registered copyrights TX4957169, TX4957043, TX4957018, TX4957042, TX4961377 and TX5136554, Borrower agrees to correct any other gaps in the chain of title for these registered copyrights, and to file or to cause to be filed and recorded at the USPTO a release in a form acceptable to the Administrative Agent the security interest granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999.

16. With respect to US registered trademarks 3,078,471, 3,078,472 and 2,905,072, Borrower agrees to update or to cause to be updated the title records at the USPTO such that the registered owner is listed as Valutec Card Solutions, LLC.

17. With respect to US patent applications 09/545,046, 09/560,745 and 10/914,918, Borrower agrees to file or to cause to be filed with the USPTO assignments of such patent applications from the relevant inventor/s to VECTORsgi, Inc., should these assignments not already have been filed.

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Schedule 7.2(c)

Existing Indebtedness

(all outstanding balances are as of September 30, 2007)

Unsecured Note, dated December 1, 2003, with an outstanding principal balance of CDN$94,728 and a total committed amount of CDN$1,370,563.32 from Everlink Payment Services, Inc. to Credit Union Central Alberta Limited.

Letter of Credit, secured by the guarantees of Everlink Payment Services, Inc. shareholders in proportion to their shareholdings, dated August 17, 2006, in the face amount of CDN$2,000,000 issued by Credit Union Central Alberta Limited at the request of Everlink Payment Services, Inc. for the benefit of Caisse Centrale Desjardins

Letter of Credit, dated August 26, 2003, in the face amount of $100,000 issued by Regions Bank at the request of Link2Gov Corp. for the benefit of American Contractors

Letter of Credit, dated August 8, 2006, in the face amount of $195,810 issued by M&I Marshall & Ilsley Bank at the request of MBI Benefits, Inc. for the benefit of Totten Pond Investors, LLC

Letter of Credit, dated August 24, 2006, in the face amount of $500,000 issued by M&I Marshall & Ilsley Bank at the request of the Borrower for the benefit of Tampa Electric Company

Letter of Credit, dated August 29, 2007, in the face amount of $300,000 issued by M&I Marshall & Ilsley Bank at the request of the Borrower for the benefit of Peoples Gas System, a division of Tampa Electric Company

Letter of Credit, dated January 28, 2005, in the face amount of $25,000 issued by M&I Marshall & Ilsley Bank at the request of NYCE Payment Network, LLC [incorrectly identified as “NYCE Corporation”] for the benefit of Hartz Mountain Industries, Inc.

Letter of Credit, dated June 27, 2006, in the face amount of $68,763.75 issued by M&I Marshall & Ilsley Bank at the request of Treev LLC for the benefit of COPT Sunrise, LLC

Capital Lease, dated May 15, 2005, with an outstanding principal balance of $39,860, between Valutec Card Solutions, LLC and Steelcase Financial Services, Inc.

Capital Lease, dated July 1, 2004, with an outstanding principal balance of $14,459, between Valutec Card Solutions, LLC and Wells Fargo Financing Leasing

Capital Lease, dated June 7, 2005, with an outstanding principal balance of $5,260, between Valutec Card Solutions, LLC and De Lage Landen Financial Services

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Schedule 7.3(c)

Existing Liens

Liens of public record filed against: Metavante Investments (Mauritius) Limited; Metavante Canada Corporation; Everlink Payment Services, Inc.; and GHR Systems Canada, Inc.

Liens as set forth in the attached summary of Lien Search Results

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
ADMINISOURCE COMMUNICATIONS, INC.	TX	SECRETARY OF STATE	10/11/07	12/17/98	9800251786	UCC-1	BELL & HOWARD FINANCIAL SERVICES COMPANY	OFFICE EQUIPMENT
				07/23/03	300353935	AMENDMENT		
				09/09/03	400411799	CONTINUATION		
				01/12/04	40053620010	UCC-1	XEROX CAPITAL SERVICES LLC	XEROX EQUIPMENT
ADVANCED FINANCIAL SOLUTIONS, INC.	OK	OKLAHOMA COUNTY CENTRAL FILING	10/09/07	10/25/02	2002013386429	UCC-1	AMERITECH CREDIT CORPORATION	TELECOMMUNICATIONS AND DATA EQUIPMENT
KIRCHMAN CORPORATION	WI	DEPT OF FINANCIAL INSTITUTIONS	10/01/07	01/27/06	60001514617	UCC-1	CIT COMMUNICATIONS FINANCE CORPORATION	SERVER/EQUIPMENT
LINK2GOV CORP.	TN	SECRETARY OF STATE	10/15/07	12/04/02	202-064673	UCC-1	AMSOUTH LEASING CORPORATION	COMPUTER EQUIPMENT AND PERIPHERALS
				11/21/03	303-047686	UCC-1	CIT FINANCIAL USA, INC.	COMPUTER EQUIPMENT AND PERIPHERALS
				03/19/04	304-019062	UCC-1	DELL FINANCIAL SERVICES, LP	COMPUTER EQUIPMENT AND PERIPHERALS
METAVANTE CORPORATION	WI	DEPT OF FINANCIAL INSTITUTIONS	10/01/07	10/24/01	010007106923	UCC-1	CISCO SYSTEMS CAPITAL CORPORATION	COMPUTER AND TELECOMMUNICATIONS EQUIPMENT AND SOFTWARE AND PURCHASE MONEY RELATED THERETO
				05/19/06	060007706424	CONTINUATION		
				10/28/02	020019090019	UCC-1	IBM CREDIT CORP *	
				10/30/02	020019251725	UCC-1	IBM CREDIT CORP	
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				12/05/02	020021243517	UCC-1	IBM CREDIT CORP	
				12/09/02	020021385019	UCC-1	LEASING TECHNOLOGIES INTERNATIONAL, INC	EQUIPMENT
				12/09/02	020021385120	UCC-1	LEASING TECHNOLOGIES INTERNATIONAL, INC	EQUIPMENT
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				03/14/05	050003724016	UCC-1	IBM CREDIT LLC	
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				03/16/05	050003844019	UCC-1	IBM CREDIT LLC	
				03/21/05	050004101410	UCC-1	IBM CREDIT LLC	
				03/22/05	050004179021	UCC-1	IBM CREDIT LLC	
				03/24/05	050004303919	UCC-1	IBM CREDIT LLC	
				03/24/05	050004340516	UCC-1	IBM CREDIT LLC	
				03/30/05	050004588025	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				03/30/05	050004592525	UCC-1	IBM CREDIT LLC	
				04/04/05	050004836425	UCC-1	IBM CREDIT LLC	
				04/07/05	050005030917	UCC-1	IBM CREDIT LLC	
				04/26/05	050006131011	UCC-1	IBM CREDIT LLC	
				04/29/05	050006389632	UCC-1	IBM CREDIT LLC	
				05/03/05	050006542623	UCC-1	IBM CREDIT LLC	
				05/04/05	050006641421	UCC-1	IBM CREDIT LLC	
				05/11/05	050007030414	UCC-1	IBM CREDIT LLC	
				05/26/05	050007918934	UCC-1	IBM CREDIT LLC	
				05/31/05	050008097125	UCC-1	IBM CREDIT LLC	
				06/03/05	050008363727	UCC-1	IBM CREDIT LLC	
				06/09/05	050008645629	UCC-1	IBM CREDIT LLC	
				06/09/05	050008690730	UCC-1	IBM CREDIT LLC	
				06/16/05	050009054321	UCC-1	IBM CREDIT LLC	
				06/28/05	050009625325	UCC-1	IBM CREDIT LLC	
				06/29/05	050009720220	UCC-1	IBM CREDIT LLC	
				06/30/05	050009809935	UCC-1	IBM CREDIT LLC	
				07/14/05	050010415011	UCC-1	IBM CREDIT LLC	
				07/28/05	050011169624	UCC-1	IBM CREDIT LLC	
				07/29/05	050011239319	UCC-1	IBM CREDIT LLC	
				08/18/05	050012248825	UCC-1	IBM CREDIT LLC	
				08/19/05	050012287323	UCC-1	IBM CREDIT LLC	
				08/24/05	050012522416	UCC-1	IBM CREDIT LLC	
				08/30/05	050012774627	UCC-1	IBM CREDIT LLC	
				09/13/05	050013375524	UCC-1	IBM CREDIT LLC	
				09/15/05	050013515217	UCC-1	IBM CREDIT LLC	
				09/16/05	050013543218	UCC-1	IBM CREDIT LLC	
				09/19/05	050013670825	UCC-1	IBM CREDIT LLC	
				09/20/05	050013696530	UCC-1	IBM CREDIT LLC	
				09/22/05	050013814926	UCC-1	IBM CREDIT LLC	
				09/23/05	050013891022	UCC-1	IBM CREDIT LLC	
				09/26/05	050013958733	UCC-1	IBM CREDIT LLC	
				09/27/05	050014042718	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				09/28/05	050014138926	UCC-1	IBM CREDIT LLC	
				09/29/05	050014197224	UCC-1	IBM CREDIT LLC	
				10/10/05	050014649529	UCC-1	IBM CREDIT LLC	
				10/18/05	050015085120	UCC-1	IBM CREDIT LLC	
				10/31/05	050015740320	UCC-1	IBM CREDIT LLC	
				11/08/05	050016153824	UCC-1	IBM CREDIT LLC	
				11/09/05	050016219221	UCC-1	IBM CREDIT LLC	
				11/15/05	050016479229	UCC-1	IBM CREDIT LLC	
				11/18/05	050016705423	UCC-1	IBM CREDIT LLC	
				11/21/05	050016779333	UCC-1	IBM CREDIT LLC	
				11/28/05	050016996233	UCC-1	IBM CREDIT LLC	
				12/02/05	050017279430	UCC-1	IBM CREDIT LLC	
				12/05/05	050017360825	UCC-1	IBM CREDIT LLC	
				12/13/05	050017745529	UCC-1	IBM CREDIT LLC	
				12/14/05	050017827126	UCC-1	IBM CREDIT LLC	
				12/15/05	050017892835	UCC-1	IBM CREDIT LLC	
				12/16/05	050017957534	UCC-1	IBM CREDIT LLC	
				12/19/05	050017985636	UCC-1	IBM CREDIT LLC	
				12/29/05	050018518225	UCC-1	IBM CREDIT LLC	
				12/31/05	050018612119	UCC-1	IBM CREDIT LLC	
				01/05/06	060000207615	UCC-1	IBM CREDIT LLC	
				01/20/06	060001129316	UCC-1	IBM CREDIT LLC	
				01/23/06	060001219114	UCC-1	IBM CREDIT LLC	
				01/24/06	060001259825	UCC-1	IBM CREDIT LLC	
				01/31/06	060001636016	UCC-1	IBM CREDIT LLC	
				02/07/06	060002032108	UCC-1	IBM CREDIT LLC	
				02/27/06	060003030309	UCC-1	IBM CREDIT LLC	
				02/28/06	060003069725	UCC-1	IBM CREDIT LLC	
				03/02/06	060003246722	UCC-1	IBM CREDIT LLC	
				03/07/06	060003516217	UCC-1	IBM CREDIT LLC	
				03/10/06	060003733622	UCC-1	IBM CREDIT LLC	
				03/14/06	060003854424	UCC-1	IBM CREDIT LLC	
				03/28/06	060004562825	UCC-1	IBM CREDIT LLC	

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				03/29/06	060004644018	UCC-1	IBM CREDIT LLC	
				03/30/06	060004739326	UCC-1	IBM CREDIT LLC	
				04/13/06	060005524016	UCC-1	CCA FINANCIAL, LLC	EQUIPMENT AND SOFTWARE
				04/24/06	060006126621	UCC-1	IBM CREDIT LLC	
				05/02/06	060006611115	UCC-1	IBM CREDIT LLC	
				05/05/06	060006873529	UCC-1	IBM CREDIT LLC	
				05/08/06	060006976028	UCC-1	IBM CREDIT LLC	
				05/18/06	060007601822	UCC-1	IBM CREDIT LLC	
				05/18/06	060007663729	UCC-1	IBM CREDIT LLC	
				05/26/06	060008094223	UCC-1	IBM CREDIT LLC	
				05/31/06	060008309929	UCC-1	IBM CREDIT LLC	
				06/06/06	060008576127	UCC-1	IBM CREDIT LLC	
				06/07/06	060008734729	UCC-1	IBM CREDIT LLC	
				06/08/06	060008749937	UCC-1	IBM CREDIT LLC	
				06/12/06	060008946936	UCC-1	IBM CREDIT LLC	
				06/14/06	060009143522	UCC-1	IBM CREDIT LLC	
				06/15/06	060009217423	UCC-1	IBM CREDIT LLC	
				06/16/06	060009299938	UCC-1	IBM CREDIT LLC	
				06/19/06	060009381526	UCC-1	IBM CREDIT LLC	
				06/19/06	060009458733	UCC-1	IBM CREDIT LLC	
				06/20/06	060009483731	UCC-1	IBM CREDIT LLC	
				06/26/06	060009841628	UCC-1	IBM CREDIT LLC	
				06/27/06	060009921829	UCC-1	IBM CREDIT LLC	
				06/30/06	060010183316	UCC-1	IBM CREDIT LLC	
				07/25/06	060011337520	UCC-1	IBM CREDIT LLC	
				07/28/06	060011497224	UCC-1	IBM CREDIT LLC	
				08/23/06	060012637524	UCC-1	IBM CREDIT LLC	
				08/24/06	060012728525	UCC-1	IBM CREDIT LLC	
				08/25/06	060012822621	UCC-1	IBM CREDIT LLC	
				08/28/06	060012890020	UCC-1	IBM CREDIT LLC	
				08/29/06	060012969128	UCC-1	IBM CREDIT LLC	
				09/05/06	060013142011	UCC-1	IBM CREDIT LLC	

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				09/05/06	060013255016	UCC-1	IBM CREDIT LLC	
				09/11/06	060013479327	UCC-1	IBM CREDIT LLC	
				09/21/06	060013994127	UCC-1	IBM CREDIT LLC	
				09/22/06	060014078323	UCC-1	IBM CREDIT LLC	
				09/25/06	060014169930	UCC-1	IBM CREDIT LLC	
				09/27/06	060014288528	UCC-1	IBM CREDIT LLC	
				09/28/06	060014360216	UCC-1	IBM CREDIT LLC	
				09/29/06	060014409220	UCC-1	IOS CAPITAL	EQUIPMENT
				09/29/06	060014424217	UCC-1	IBM CREDIT LLC	
				10/02/06	060014543017	UCC-1	IBM CREDIT LLC	
				10/12/06	060015002008	UCC-1	IBM CREDIT LLC	
				10/20/06	060015381119	UCC-1	IBM CREDIT LLC	
				11/01/06	060015963630	UCC-1	IBM CREDIT LLC	
				11/13/06	060016494832	UCC-1	IBM CREDIT LLC	
				11/15/06	060016620419	UCC-1	IBM CREDIT LLC	
				11/22/06	060016966533	UCC-1	IBM CREDIT LLC	
				11/28/06	060017140619	UCC-1	IBM CREDIT LLC	
				12/08/06	060017658633	UCC-1	IBM CREDIT LLC	
				12/11/06	060017729127	UCC-1	IBM CREDIT LLC	
				12/13/06	060017804323	UCC-1	IBM CREDIT LLC	
				12/14/06	060017872429	UCC-1	IBM CREDIT LLC	
				12/20/06	060018177024	UCC-1	IBM CREDIT LLC	
				12/26/06	060018361928	UCC-1	IBM CREDIT LLC	
				12/29/06	060018614828	UCC-1	IBM CREDIT LLC	
				01/02/07	070000037515	UCC-1	IBM CREDIT LLC	
				01/11/07	070000594725	UCC-1	IBM CREDIT LLC	
				01/12/07	070000662923	UCC-1	IBM CREDIT LLC	
				01/25/07	070001239217	UCC-1	IBM CREDIT LLC	
				02/01/07	070001608217	UCC-1	IBM CREDIT LLC	
				02/15/07	070002281619	UCC-1	IBM CREDIT LLC	
				02/21/07	070002490116	UCC-1	IBM CREDIT LLC	
				02/26/07	070002715722	UCC-1	IBM CREDIT LLC	
				02/28/07	070002844826	UCC-1	IBM CREDIT LLC	

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				03/05/07	070003034515	UCC-1	IBM CREDIT LLC	
				03/13/07	070003506014	UCC-1	IBM CREDIT LLC	
				03/20/07	070003836222	UCC-1	IBM CREDIT LLC	
				03/23/07	070004047116	UCC-1	IBM CREDIT LLC	
				03/26/07	070004125315	UCC-1	IBM CREDIT LLC	
				03/28/07	070004285423	UCC-1	IBM CREDIT LLC	
				03/30/07	070004443621	UCC-1	IBM CREDIT LLC	
				04/13/07	070005230111	UCC-1	IBM CREDIT LLC	
				04/16/07	070005311919	UCC-1	IBM CREDIT LLC	
				04/17/07	070005376728	UCC-1	IBM CREDIT LLC	
				04/18/07	070005475930	UCC-1	IBM CREDIT LLC	
				04/20/07	070005623723	UCC-1	IBM CREDIT LLC	
				04/27/07	070006028420	UCC-1	IBM CREDIT LLC	
				05/01/07	070006260519	UCC-1	IBM CREDIT LLC	
				05/07/07	070006503923	UCC-1	IBM CREDIT LLC	
				05/10/07	070006767430	UCC-1	IBM CREDIT LLC	
				05/18/07	070007239526	UCC-1	IBM CREDIT LLC	
				05/19/07	070007288530	UCC-1	IBM CREDIT LLC	
				05/22/07	070007410315	UCC-1	IBM CREDIT LLC	
				05/22/07	070007445626	UCC-1	IBM CREDIT LLC	
				05/24/07	070007610721	UCC-1	IBM CREDIT LLC	
				05/29/07	070007717931	UCC-1	IBM CREDIT LLC	
				05/31/07	070007892430	UCC-1	IBM CREDIT LLC	
				06/06/07	070008163725	UCC-1	IBM CREDIT LLC	
				06/15/07	070008671527	UCC-1	IBM CREDIT LLC	
				06/20/07	070008867433	UCC-1	IBM CREDIT LLC	
				06/22/07	070009014317	UCC-1	IBM CREDIT LLC	
				06/27/07	070009219122	UCC-1	IBM CREDIT LLC	
				06/28/07	070009290929	UCC-1	IBM CREDIT LLC	
				06/29/07	070009341825	UCC-1	IBM CREDIT LLC	
				07/10/07	070009819532	UCC-1	IBM CREDIT LLC	
				07/11/07	070009877940	UCC-1	IBM CREDIT LLC	
				07/18/07	070010170716	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				07/24/07	070010452012	UCC-1	IBM CREDIT LLC	
				07/25/07	070010521716	UCC-1	IBM CREDIT LLC	
				08/10/07	070011308922	UCC-1	IBM CREDIT LLC	
				08/13/07	070011407720	UCC-1	IBM CREDIT LLC	
				08/17/07	070011606317	UCC-1	IBM CREDIT LLC	
				08/22/07	070011790826	UCC-1	IBM CREDIT LLC	
				08/29/07	070012139420	UCC-1	IBM CREDIT LLC	
				08/30/07	070012193925	UCC-1	IBM CREDIT LLC	
				09/11/07	070012632115	UCC-1	IBM CREDIT LLC	
				09/12/07	070012706420	UCC-1	IBM CREDIT LLC	
				09/14/07	070012802114	UCC-1	IBM CREDIT LLC	
				09/24/07	070013238926	UCC-1	IBM CREDIT LLC	
				09/25/07	070013301412	UCC-1	IBM CREDIT LLC	
				09/26/07	070013377829	UCC-1	IBM CREDIT LLC	
				09/28/07	070013479832	UCC-1	IBM CREDIT LLC	
				09/28/07	070013500110	UCC-1	IBM CREDIT LLC	
				10/01/07	070013587630	UCC-1	IBM CREDIT LLC	
NYCE PAYMENTS NETWORK, LLC	DE	SECRETARY OF STATE	09/10/07	06/05/07	72102068	UCC-1	US EXPRESS LEASING, INC.	EQUIPMENT AND RELATED SOFTWARE
				06/06/07	72111556	AMENDMENT		
TREEV LLC	NV	SECRETARY OF STATE	10/09/07	05/09/05	2005014383-8	UCC-1	IBM CREDIT LLC	EQUIPMENT AND RELATED SOFTWARE
				12/30/05	2005040944-0	UCC-1	IBM CREDIT LLC	EQUIPMENT AND RELATED SOFTWARE
VALUTEC CARD SOLUTIONS, LLC	DE	SECRETARY OF STATE	09/10/07	08/11/04	42255117	UCC-1	WELLS FARGO FINANCIAL LEASING	TELECOMMUNICATIONS EQUIPMENT
				01/28/05	50319831	UCC-1	STEELCASE FINANCIAL SERVICES INC.	FURNITURE AND EQUIPMENT

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				05/18/05	51532838	ASSIGNMENT	DE LAGE LANDEN FINANCIAL SERVICES	
VICOR, INC.	NV	SECRETARY OF STATE	10/09/07	09/28/07	2004029522-9	UCC-1	US BANCORP	COPIER SYSTEM (Informational Filing)

Schedule 7.8(e)

Existing Investments

Letter Agreement dated February 26, 2007 between Temenos Group AG ("Temenos AG") and the Borrower for the issuance of warrants covering 2,500,000 shares of Temenos AG [1]

Share Purchase Agreement by and among the Borrower, The Western India Trustee & Executor Company Ltd. (in its capacity as trustee of ICICI Strategic Investments Fund), ICICI Bank Limited, ICICI OneSource Limited and ICICI Bank Limited dated March 31, 2006 [2] *

Share Subscription Agreement by and among Metavante Corporation and ICICI OneSource Limited dated March 31, 2006 [2]

Limited Guaranty Agreement dated as of January 17, 2007 from Housing Partnership Lawe Street Development, LLC and Housing Partnership of the Fox Cities, Inc. to the Borrower [3]

Agreement dated as of December 8, 2005 by and between M&I Community Development Corporation and the Borrower [3]

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1 Book value as of September 30, 2007: $4,800,000
2 Aggregate book value as of September 30, 2007: $78,114,862
3 Aggregate book value as of September 30, 2007: $745,803
* ICICI OneSource Limited is engaged in the business of providing a broad range of business process outsourcing services and provides in-bound and out-bound contact center services and transaction processing services; the Borrower holds 20% of the currently outstanding shares of this entity.

Schedule 7.10

Affiliate Transactions

None

EXHIBIT A

[Form of Guarantee and Collateral Agreement]

See Exhibit 4.3.2 in this Current Report on Form 8-k filed by Metavante Technologies, Inc. on November 6, 2007

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EXHIBIT B

[Form of Compliance Certificate]

This Compliance Certificate is delivered pursuant to Section 6.2(b) of the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

1. I am the duly elected, qualified and acting [Chief Executive Officer/ President/ Chief Financial Officer] of the Borrower.

2. I have reviewed and am familiar with the contents of this Certificate.

3. I have reviewed the terms of the Credit Agreement and the Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "Financial Statements"). Such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default[, except as set forth below].

4. Attached hereto as Attachment 2 are the computations showing compliance with the covenants set forth in Section 7.1 of the Credit Agreement.

IN WITNESS WHEREOF, I have executed this Certificate this day of , 20 .

By: _____
Name:
Title:

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Attachment 1
to Compliance Certificate

[Attach Financial Statements]

Attachment 2
to Compliance Certificate

The information described herein is as of _____, _____, and pertains to the period from _____, ____ to _____, _____.

[Set forth Covenant Calculations]

EXHIBIT C

[Form of Closing Certificate]

Pursuant to Section 5.1(h) of the Credit Agreement, dated as of November 1, 2007 (the "Credit Agreement"; terms defined therein being used herein as therein defined), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), the undersigned [INSERT TITLE OF OFFICER] of [INSERT NAME OF LOAN PARTY] (the "Certifying Loan Party") hereby certifies as follows:

1. The representations and warranties of the Certifying Loan Party set forth in each of the Loan Documents to which it is a party or which are contained in any certificate furnished by or on behalf of the Certifying Loan Party pursuant to any of the Loan Documents to which it is a party are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

2. _____ is the duly elected and qualified Corporate Secretary of the Certifying Loan Party and the signature set forth for such officer below is such officer's true and genuine signature.

3. No Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect to the Loans to be made on the date hereof and the use of proceeds thereof. [Borrower only]

4. The conditions precedent set forth in Section 5.1 of the Credit Agreement were satisfied as of the Closing Date. [Borrower only]

5. Holdings has received cash proceeds from the issuance to the Sponsor and/or Control Investment Affiliates of Qualified Capital Stock of Holdings in an amount equal to at least $625,000,000 and the Spin has been consummated in accordance with applicable law on the date hereof. No provision of the Investment Agreement has been waived, amended, supplemented or otherwise modified in any respect materially adverse to the Lenders. Substantially all of the existing Indebtedness of Holdings, the Borrower and its subsidiaries has been repaid on satisfactory terms.

The undersigned Corporate Secretary of the Certifying Loan Party certifies as follows:

6. There are no liquidation or dissolution proceedings pending or to my knowledge threatened against the Certifying Loan Party, nor has any other event occurred adversely affecting or threatening the continued corporate existence of the Certifying Loan Party.

7. The Certifying Loan Party is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization.

8. Attached hereto as Annex 1 is a true and complete copy of resolutions duly adopted by the Board of Directors of the Certifying Loan Party on _____; such resolutions have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect and are the only corporate proceedings of the Certifying Loan Party now in force relating to or affecting the matters referred to therein.

9. Attached hereto as Annex 2 is a true and complete copy of the By-Laws of the Certifying Loan Party as in effect on the date hereof.

10. Attached hereto as Annex 3 is a true and complete copy of the Certificate of Incorporation of the Certifying Loan Party as in effect on the date hereof.

11. The following persons are now duly elected and qualified officers of the Certifying Loan Party holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and each of such officers is duly authorized to execute and deliver on behalf of the Certifying Loan Party each of the Loan Documents to which it is a party and any certificate or other document to be delivered by the Certifying Loan Party pursuant to the Loan Documents to which it is a party:

Name	Office	Signature

IN WITNESS WHEREOF, the undersigned have hereunto set our names as of the date set forth below.

By: _____
Name:
Title:

By: _____
Name:
Title: Corporate Secretary

Date: _____, 2007

EXHIBIT D

[Forms of Mortgages]

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After recording please return to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Christopher Garcia

[Oklahoma]

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

ADVANCED FINANCIAL SOLUTIONS, INC.,

Mortgagor,

to

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Mortgagee

Dated as of November 1, 2007

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL/IMMOVABLE PROPERTY DESCRIBED HEREIN, AND IT IS TO BE INDEXED AS BOTH A MORTGAGE AND AS A FINANCING STATEMENT FILED AS A FIXTURE FILING

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

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FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE OF THE COUNTY CLERKS OF THE COUNTIES LISTED ON SCHEDULE A HERETO.

THIS INSTRUMENT IS TO BE FILED AGAINST THE TRACT INDEX IN THE REAL ESTATE RECORDS FOR THE COLLATERAL OR MORTGAGED PROPERTY LYING IN THE STATE OF OKLAHOMA.

For purposes of filing this Mortgage as a financing statement, the mailing address of Mortgagor is Advanced Financial Solutions, Inc., 1200 Sovereign Row, Oklahoma City, OK 73108, the state of its organization is Oklahoma; the mailing address of Mortgagee is JPMorgan Chase Bank, N.A c/o Jennifer Anyigbo JPMorgan Chase Bank, N.A. Loan & Agency Services 1111 Fannin Street, 10th Floor Houston, Texas 77002.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Schedule A hereto or in documents described in such Schedule A.

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MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING, dated as of November 1, 2007 is made by ADVANCED FINANCIAL SOLUTIONS, INC., an Oklahoma corporation ("Mortgagor"), whose address is c/o Metavante Corporation, 4900 West Brown Deer Road, Milwaukee, WI 53223, Attn: Norrie J. Daroga, Chief Administrative Officer, to JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Mortgagee") whose address is c/o Jennifer Anyigbo JPMorgan Chase Bank, N.A. Loan & Agency Services 1111 Fannin Street, 10th Floor Houston, Texas 77002. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Metavante Technologies, Inc., a Wisconsin corporation ("Holdings"), Metavante Corporation, a Wisconsin corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents (in such capacity, the "Documentation Agents"), Morgan Stanley Senior Funding Inc., as syndication agent (in such capacity, the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as Administrative Agent and Mortgagee, are parties to that certain Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Credit Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein.

B. Pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

C. Holdings, Borrower, certain of the Borrower's Subsidiaries (in such capacity, collectively, the "Grantors"), and Mortgagee as Administrative Agent, are parties to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). The terms of the Guarantee and Collateral Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein

D. The Borrower is a member of an affiliated group of companies that includes Mortgagor.

E. The proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to Mortgagor in connection with the operation of its business.

F. The Borrower and Mortgagor are engaged in related businesses, and Mortgagor will derive substantial direct and indirect benefit from the extensions of credit under the Credit Agreement.

G. Mortgagor (i) is the owner of the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Land") and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

H. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that Mortgagor shall have executed and delivered this Mortgage to Mortgagee for the ratable benefit of the Secured Parties.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure the payment of any and all obligations and liabilities of such Mortgagor which may arise under or in connection with this Agreement (including, without limitation, Section 2 thereof) or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement to which Mortgagor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or to the Lenders that are required to be paid by Mortgagor pursuant to the terms of this Agreement or any other Loan Document), (collectively, the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, WITH MORTGAGE COVENANTS:

(a) the Land;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions,

remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (e) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present

or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed, provided, however, that the condition of this Mortgage is such that if the Obligations are fully paid and performed, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.14 of the Credit Agreement. References herein to the "Secured Parties" shall mean the collective reference to (i) Mortgagee, (ii) the Lenders (including any Issuing Lender in its capacity as Issuing Lender) and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable are owed, (iii) each counterparty to a Specified Swap Agreement entered into with the Borrower if such

counterparty was a Lender (or an Affiliate of a Lender) at the time the Specified Swap Agreement was entered into, (iv) any other holders from time to time of the Obligations, and (v) the respective successors, indorsees, transferees and assigns of each of the foregoing.

2. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies, if any, being issued to Mortgagee to insure the lien of this Mortgage and any other lien or encumbrance as permitted by Section 7.3 of the Credit Agreement (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions). Mortgagor represents and warrants that it has the right to mortgage the Mortgaged Property.

3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Mortgagor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect (considered both individually and together with other such failures) on (i) the current business, operations or condition (financial or otherwise) of the Mortgagor, (ii) the current use of the Mortgaged Property or (iii) the value of the Mortgaged Property (assuming its current use).

5. Payment of Taxes and Other Impositions. (1) Prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(a) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by

Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

6. Insurance. Mortgagor shall maintain and keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Mortgagee, and (ii) insuring Mortgagor, the Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(a) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(b) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon 5 days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(d) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $1,000,000, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with

any damage or casualty to the Real Estate shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement.

(e) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under Section 7.5 of the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. All awards and proceeds relating to such condemnation shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon 5 days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged

Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Without affecting any right, power or remedy herein given to Mortgagee and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, law or statute, Mortgagor hereby grants to Mortgagee the non-judicial Power of Sale. Such Power of Sale shall be exercised by giving Mortgagor Notice of Intent to Foreclose by Power of Sale and setting forth, among other things, the nature of the breach(es) or default(s) and the action required to effect a cure thereof and the time period within which such cure may be effected all in compliance with Title 46 Oklahoma Statutes §§ 40 et seq. (Oklahoma Power of Sale Mortgage Foreclosure Act) effective November 1, 1986, as the same may be amended from time to time or other applicable statutory or judicial authority (the "Act"). If no cure is effected within the statutory time limits, if permitted by the Act, Mortgagee may accelerate the Obligations secured hereby without further notice (the aforementioned statutory cure period shall run concurrently with any contractual provision for notice before acceleration of debt) and may then proceed in the manner and subject to the conditions of the Act to send to Mortgagor and other necessary parties a Notice of Sale and to sell and convey the Mortgaged Property in accordance with such Act. The sale shall be made at one or more sales, as an entirety or in parcels upon such notice, at such times and places, subject to all conditions and with the proceeds thereof to be applied all as provided in the Act. No action of Mortgagee based upon the provisions contained herein or in the Act, including, without limitation, the giving of the Notice of Intent to Foreclose by Power of Sale or the Notice of Sale, shall constitute an election of remedies which would preclude Mortgagee from pursuing judicial foreclosure before or at any time after commencement of the Power of Sale foreclosure procedure. Whether or not proceedings have commenced by the exercise of the Power of Sale above given, Mortgagee or the holder or holders of any of the Obligations, in lieu of proceeding with the Power of Sale (or in the event of homestead property where Mortgagor has elected judicial foreclosure, as provided in the Act) may at its or their option, as applicable, following acceleration of the Obligations as set forth above, proceed by suit or suits in equity or at law to foreclose this Mortgage.

Mortgagor fully understands the consequences of conferring on Mortgagee the above-described Power of Sale, and if Mortgagee elects to enforce this Mortgage by exercising said Power of Sale, Mortgagor hereby expressly waives to the fullest extent permitted by law any right to a judicial hearing prior to the sale of the Mortgaged Property. As often as any proceedings may be taken to foreclose this Mortgage, whether pursuant to the Power of Sale herein conferred or by judicial proceedings, or to foreclose the security interest herein granted to Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to all other sums due, all costs and expenses, including reasonable attorney fees, incurred by Mortgagee; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Mortgagee shall be held by Mortgagee for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in the manner set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, the Guarantee and Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged

Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

16. Extension, Release, etc. Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(a) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(c) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code; Fixture Filing. It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the

meaning of the Uniform Commercial Code (the "Code") of the State in which the Mortgaged Property is located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(a) Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such portions of the Mortgaged Property that are or become fixtures. The real property to which the fixtures relate is described in Exhibit A hereto. The record owner of the real property described in Exhibit A hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is 1900513748.

18. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of such part of the Mortgaged Property as may be in the possession of Mortgagor or

any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(a) Mortgagor has not affirmatively done any act which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(b) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

20. Notices. All notices, requests and demands to or upon the Mortgagee or the Mortgagor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon Mortgagor shall be addressed to Mortgagor at its address set forth above.

21. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

23. Mortgagor's Waiver of Rights. Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(a) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (ii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. Appraisement of the Mortgaged Property is hereby expressly waived, or not, at the option of Mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof, or at any time prior thereto. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by

Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are

appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

27. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or deed of trust.

28. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Credit Agreement and the Guarantee and Collateral Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

Duty of Mortgagee; Authority of Mortgagee . (a) The Mortgagee's sole duty with respect to the custody, safekeeping and physical preservation of the Mortgaged Property which is in its possession, or otherwise, shall be to deal with it in the same manner as the Mortgagee deals with similar property for its own account. Neither the Mortgagee, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of Mortgagor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part thereof. The powers conferred on the Mortgagee and the Secured Parties hereunder are solely to protect the Mortgagee's and the Secured Parties' interests in the Mortgaged Property and shall not impose any duty upon the Mortgagee or any Secured Party to exercise any such powers. The Mortgagee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) Mortgagor acknowledges that the rights and responsibilities of the Mortgagee under this Mortgage with respect to any action taken by the Mortgagee or the exercise or non-exercise by the Mortgagee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Mortgagee and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Mortgagee and Mortgagor, the Mortgagee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Mortgagor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

31. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.

32. Enforcement Expenses; Indemnification. (a) Mortgagor agrees to pay, or reimburse each Secured Party and the Mortgagee for, all its costs and expenses incurred in collecting against Mortgagor or otherwise enforcing or preserving any rights under this Mortgage, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to the Mortgagee.

(b) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Mortgaged Property or in connection with any of the transactions contemplated by this Mortgage.

(c) Mortgagor agrees to pay, and to save the Mortgaqee and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable.

33. Release. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Mortgagor in a transaction permitted by the Credit Agreement and the Net Cash Proceeds are applied in accordance with the terms of the Credit Agreement, then the Mortgagee, at the request and sole expense of such Mortgagor, shall execute and deliver to such Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. The Mortgagor shall deliver to the Mortgagee, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and the other Loan Documents.

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This Mortgage has been duly executed by Mortgagor of the date first set forth above and is intended to be effective as of such date.

Advanced Financial Solutions, Inc.

By: _____
Name:
Title

Note: Oklahoma mortgage must be executed by either (a) President or Vice President [not an Assistant Vice President], (b) Chairman or Vice Chairman, or (c) Attorney-in-Fact under recorded power of attorney; Treasurer, Secretary, CEO, CFO and other typical corporate officers not in categories (a), (b) or (c) can not execute a mortgage or other recordable conveyance of Oklahoma real property on behalf of a corporation)

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State of _____)

)

County of _____)

This instrument was acknowledged before me on November 1, 2007, by _____, as _____ of Advanced Financial Solutions, Inc., an Oklahoma corporation.

_____

(Signature of Notarial Officer)

_____

Title (and Rank)

(Commission No.: _____)

(My Commission Expires: _____)

(Notarial Seal)

Schedule A

Description of the Land

EXHIBIT 'A'

A part of Lot Twelve (12) and a part of Lot Eleven (11), in Block Twelve (12), of WESTPORT PROFESSIONAL PARK SECTION 3, to Norman, Cleveland County, Oklahoma according to the recorded plat thereof, being more particularly described as follows:

Commencing at the most Westerly Corner of Lot Twelve (12);

Thence North 47°04'31" East, on the Northwesterly line of said Lot Twelve (12) for a distance of 42.5 feet to the Point or Place of Beginning;

Thence South 42°55'29" East, and parallel with the Southwesterly line of said Lot Twelve (12) for a distance of 135.00 feet to a point on the Southeasterly line of said Twelve (12);

Thence North 47°04'31" East and on the Southeasterly line of said Lots Twelve (12) and Eleven (11) for a distance of 85.00 feet to a point that is 22.5 feet from the most Easterly Corner of Lot Eleven (11);

Thence North 42°55'29" West and parallel with the Northeasterly line of Lot Eleven for a distance of 135.00 feet to a point on the Northwesterly line of Lot Eleven (11);

Thence South 47°04'31" West on the Northwesterly line of Lots Eleven (11) and Twelve (12) for a distance of 85.00 feet to the Point or Place of Beginning.

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OPEN-END MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT OF
LEASES
AND RENTS,
AND FIXTURE FILING

Document Number

Recording Area
Name and Return Address

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Chris Garcia

Parcel Identification Number (PIN)

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

METAVANTE CORPORATION,

Mortgagor,

to

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Mortgagee

Dated as of \November 1, 2007

THIS INSTRUMENT CONSTITUTES BOTH
A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING

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This document has been drafted by Aaron S. Rosenberg, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017.

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MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING, dated as of November 1, 2007 is made by Metavante Corporation, a Wisconsin corporation ("Mortgagor"), whose address is c/o Metavante Corporation, 4900 West Brown Deer Road, Milwaukee, WI 53223, Attn: Norrie J. Daroga, Chief Administrative Officer, to JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Mortgagee") whose address is c/o Jennifer Anyigbo, JPMorgan Chase Bank, N.A., Loan & Agency Services, 1111 Fannin Street, 10th Floor, Houston, Texas 77002. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Metavante Technologies, Inc., a Wisconsin corporation ("Holdings"), Mortgagor, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents (in such capacity, the "Documentation Agents"), Morgan Stanley Senior Funding Inc., as syndication agent (in such capacity, the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as Administrative Agent and Mortgagee, are parties to that certain Credit Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Credit Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein.

B. Pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

C. Holdings, Mortgagor, certain of the Mortgagor's Subsidiaries (in such capacity, collectively, the "Grantors"), and Mortgagee as Administrative Agent, are parties to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). The terms of the Guarantee and Collateral Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein

D. Mortgagor (i) is the owner of the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Land") and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

E. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Mortgagor under the Credit Agreement that Mortgagor shall have executed and delivered this Mortgage to Mortgagee for the ratable benefit of the Secured Parties.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees to secure the payment of the principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Mortgagor (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Mortgagee or any Lender (or, in the case of any Specified Swap Agreement or any Specified Cash Management Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Mortgage, this Agreement, the other Loan Documents, any Letter of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or to the Lenders that are required to be paid by the Mortgagor pursuant to the terms of any of the foregoing agreements), (collectively, the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, WITH MORTGAGE COVENANTS:

(a) the Land;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with

any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (e) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any

part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed, provided, however, that the condition of this Mortgage is such that if the Obligations are fully paid and performed, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.14 of the Credit Agreement. References herein to the "Secured Parties" shall mean the collective reference to (i) Mortgagee, (ii) the Lenders (including any Issuing Lender in its capacity as Issuing Lender) and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable are owed, (iii) each counterparty to a Specified Swap Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Specified Swap Agreement was entered into, (iv) any other holders from time to time of the Obligations, and (v) the respective successors, indorsees, transferees and assigns of each of the foregoing**.**

2. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies, if any, being issued to Mortgagee to insure the lien of this Mortgage and any other lien or encumbrance as permitted by Section 7.3 of the Credit

Agreement (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions). Mortgagor represents and warrants that it has the right to mortgage the Mortgaged Property.

3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Mortgagor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect (considered both individually and together with other such failures) on (i) the current business, operations or condition (financial or otherwise) of the Mortgagor, (ii) the current use of the Mortgaged Property or (iii) the value of the Mortgaged Property (assuming its current use).

5. Payment of Taxes and Other Impositions. (1) Prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(a) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

6. Insurance. Mortgagor shall maintain and keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event

public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Mortgagee, and (ii) insuring Mortgagor, the Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(a) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(b) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon 5 days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(d) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $1,000,000, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with any damage or casualty to the Real Estate shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement.

(e) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the

Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under Section 7.5 of the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. All awards and proceeds relating to such condemnation shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon 5 days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit

Agreement, the Guarantee and Collateral Agreement or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Mortgagee shall be held by Mortgagee for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in the manner set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for

the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, the Guarantee and Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

16. Extension, Release, etc. Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(a) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property,

or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(c) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code; Fixture Filing. It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Mortgaged Property is located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(a) Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such portions of the Mortgaged Property that are or become fixtures. The real property to which the fixtures relate is described in Exhibit A hereto. The record owner of the real property described in Exhibit A hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is 1M16263.

18. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the

Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of such part of the Mortgaged Property as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(a) Mortgagor has not affirmatively done any act which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(b) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

20. Notices. All notices, requests and demands to or upon the Mortgagee or the Mortgagor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon Mortgagor shall be addressed to Mortgagor at its address set forth above.

21. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

23. Mortgagor's Waiver of Rights. Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(a) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner

affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in

which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word “Mortgagor” shall be construed as if it read “Mortgagors” whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

27. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or deed of trust.

28. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Credit Agreement and the Guarantee and Collateral Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word “Mortgagor” shall mean “each

Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

30. Duty of Mortgagee; Authority of Mortgagee. (a) The Mortgagee's sole duty with respect to the custody, safekeeping and physical preservation of the Mortgaged Property which is in its possession, or otherwise, shall be to deal with it in the same manner as the Mortgagee deals with similar property for its own account. Neither the Mortgagee, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of Mortgagor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part thereof. The powers conferred on the Mortgagee and the Secured Parties hereunder are solely to protect the Mortgagee's and the Secured Parties' interests in the Mortgaged Property and shall not impose any duty upon the Mortgagee or any Secured Party to exercise any such powers. The Mortgagee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) Mortgagor acknowledges that the rights and responsibilities of the Mortgagee under this Mortgage with respect to any action taken by the Mortgagee or the exercise or non-exercise by the Mortgagee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Mortgagee and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Mortgagee and Mortgagor, the Mortgagee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Mortgagor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

31. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.

32. Enforcement Expenses; Indemnification. (a) Mortgagor agrees to pay, or reimburse each Secured Party and the Mortgagee for, all its costs and expenses incurred in collecting against Mortgagor or otherwise enforcing or preserving any rights under this Mortgage, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to the Mortgagee.

(b) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Mortgaged Property or in connection with any of the transactions contemplated by this Mortgage.

(c) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable.

33. Release. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Mortgagor in a transaction permitted by the Credit Agreement and the Net Cash Proceeds are applied in accordance with the terms of the Credit Agreement, then the Mortgagee, at the request and sole expense of such Mortgagor, shall execute and deliver to such Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. The Mortgagor shall deliver to the Mortgagee, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and the other Loan Documents.

34. Shortened Redemption Period. Mortgagor agrees to the provisions of Section 846.103 of the Wisconsin Statutes, or any successor provision, permitting Mortgagee, at its option upon waiving the right to judgment for deficiency, to hold a foreclosure sale of real estate three (3) months after a foreclosure judgment is entered.

35. Receivership. Any receiver appointed under this Mortgage shall have all of the usual powers and duties of receivers pursuant to Wisconsin common and statutory law, including, but not limited to, Wisconsin Statutes Section 813.16, et al., as amended, modified and/or replaced from time to time.

This Mortgage has been duly executed by Mortgagor as of the date first set forth above and is intended to be effective as of such date.

METAVANTE CORPORATION

By: _____
Name:
Title:

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State of _____)

)

County of _____)

This instrument was acknowledged before me on November 1, 2007, by _____, as _____ of Metavante Corporation, a Wisconsin corporation.

_____
(Signature of Notarial Officer)

_____
Title (and Rank)

(Commission No.: _____)

(My Commission Expires: _____)

(Notarial Seal)

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Schedule A

Description of the Land

Parcel A:

Parcel 1 of Certified Survey Map No. 6232, being a redivision of Parcel 1 of Certified Survey Map No. 5806, vacated West Lake Park Drive, Lots 1 and 2 in Block 1 in Le Fever Heights, vacated West Fountain Avenue, lands and the vacated public service street adjoining said Lots 1 and 2, and lands all being in the Northeast 1/4, Southeast 1/4 , Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 18, Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, dated February 13, 1996 and recorded in the Register of Deeds office for Milwaukee County, on June 6, 1996, on Reel 3814, Images 1328 to 1331, inclusive, as Document No. 7227142.

Parcel B:

Parcel 2 of Certified Survey Map No. 6232, being a redivision of Parcel 1 of Certified Survey Map No. 5806, vacated West Lake Park Drive, Lots 1 and 2 in Block 1 in Le Fever Heights, vacated West Fountain Avenue, lands and the vacated public service street adjoining said Lots 1 and 2, and lands all being in the Northeast 1/4, Southeast 1/4 , Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 18, Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, dated February 13, 1996 and recorded in the Register of Deeds office for Milwaukee County, on June 6, 1996, on Reel 3814, Images 1328 to 1331, inclusive, as Document No. 7227142.

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PARCEL I:

Part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 88º 34' 51" East along the South line of said 1/4 Section 328.76 feet to a point; thence North 00º 34' 49" West and parallel to the West line of said 1/4 Section75.01 feet to a point in the North line of West Brown Deer Road, said point being the point of beginning of the land to be described; thence North 00º 34' 49" West and parallel to the West line of said 1/4 Section 1024. 58 feet to a point; thence North 88º 34' 51" East and parallel to the South line of said 1/4 Section 510.24 feet to a point; thence South 00º 34' 49" East and parallel to the West line of said 1/4 Section 1024.58 feet to a point in the North line of West Brown Deer Road; thence South 88º 34' 51" West along the North line of West Brown Deer Road and parallel to the South line of said 1/4 Section 510.24 feet to the beginning.

Also, that part of the Southeast 1/4 of Section 2, Township 8 North, Range 21 East and that part of Lot 1 of Certified Survey Map No. 119 as corrected by Certified Survey Map No. 1391, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Reel 554, Image 510 as Document No. 4553173 in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 00º 34' 49" West and parallel to the West line of said 1/4 Section 75.01 feet to a point in the North line of West Brown Deer Road; thence North 88º 34' 51" East along the North line of West Brown Deer Road and parallel to the South line of said 1/4 Section 510.24 feet to the point of beginning of the land to be described; thence North 00º 34' 49" West and parallel to the West line of said 1/4 Section 1024.58 feet to a point; thence South 88º 34' 51" West and parallel to the South line of said 1/4 Section 510.24 feet to a point; thence North 00º 34' 49" West 331.17 feet to a point in the South line of West Green Brook Drive; thence North 89º 25' 11" East along the South line of West Green Brook Drive 460.17 feet to a point of curve; thence Southeasterly along the Southwesterly line of West Green Brook Drive 314.16 feet of the arc of a curve whose center is to the Southwest whose radius is 200 feet and whose chord bears South 45º 34' 49" East 282.84 feet to a point; thence South 00º 34' 49" East and parallel to the West line of said 1 /4 Section 1145.67 feet to a point in the Northerly line of West Brown Deer Road; thence Westerly along the North line of West Brown Deer Road 59.08 feet on the arc of a curve whose center is to the North whose radius is 4222.18 feet and whose chord bears South 88º 10' 48" West 59.08 feet to a point; thence South 88º 34' 51" West along the North line of West Brown Deer Road and parallel to the South line of said 1/4 Section 90.92 feet to the point of beginning.

PARCEL II:

Lot 8, Brown Deer Station, being a redivision of Certified Survey Map No. 1391, Certified Survey Map No. 2793, and lands all being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4, and Southeast 1/4 of the Southeast 1/4 of said Section 2, Township 8 North, Range 21 East, in the Village of Brown Deer, County of Milwaukee, State of Wisconsin.

APN: 028-9997-011 as to Parcel I, 028-0029 as to Parcel II

4900 W. Brown Deer Road, 0 West Brown Deer Road (For Informational Purposes Only)

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This document prepared by and after
recording should be returned to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Christopher Garcia

[Illinois]

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

METAVANTE CORPORATION,

Mortgagor,

to

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Mortgagee

Dated as of November 1, 2007

THIS INSTRUMENT IS TO BE INDEXED AS BOTH A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING

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MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING, dated as of November 1, 2007 is made by METAVANTE CORPORATION, a Wisconsin corporation ("Mortgagor"), whose address is c/o Metavante Corporation, 4900 West Brown Deer Road, Milwaukee, WI 53223, Attn: Norrie J. Daroga, Chief Administrative Officer, to JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Mortgagee") whose address is c/o Jennifer Anyigbo, JPMorgan Chase Bank, N.A., Loan & Agency Services, 1111 Fannin Street, 10th Floor, Houston, Texas 77002. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Metavante Technologies, Inc., a Wisconsin corporation ("Holdings"), Mortgagor, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents (in such capacity, the "Documentation Agents"), Morgan Stanley Senior Funding Inc., as syndication agent (in such capacity, the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as Administrative Agent and Mortgagee, are parties to that certain Credit Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Credit Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein.

B. Pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

C. Holdings, Mortgagor, certain of the Mortgagor's Subsidiaries (in such capacity, collectively, the "Grantors"), and Mortgagee as Administrative Agent, are parties to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). The terms of the Guarantee and Collateral Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein

D. Mortgagor (i) is the owner of the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Land") and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

E. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Mortgagor under the Credit Agreement that Mortgagor shall have executed and delivered this Mortgage to Mortgagee for the ratable benefit of the Secured Parties.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees to secure the payment of the principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Mortgagor (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Mortgagee or any Lender (or, in the case of any Specified Swap Agreement or any Specified Cash Management Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Mortgage, the other Loan Documents, any Letter of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or to the Lenders that are required to be paid by the Mortgagor pursuant to the terms of any of the foregoing agreements), (collectively, the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, WITH MORTGAGE COVENANTS:

(a) the Land;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or

subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (e) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance,

repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed, provided, however, that the condition of this Mortgage is such that if the Obligations are fully paid and performed, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.14 of the Credit Agreement. References herein to the "Secured Parties" shall mean the collective reference to (i) Mortgagee, (ii) the Lenders (including any Issuing Lender in its capacity as Issuing Lender) and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable are owed, (iii) each counterparty to a Specified Swap Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Specified Swap Agreement was entered into, (iv) any other holders from time to time of the Obligations, and (v) the respective successors, indorsees, transferees and assigns of each of the foregoing**.**

2. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies, if any, being issued to Mortgagee to insure the lien of this

Mortgage and any other lien or encumbrance as permitted by Section 7.3 of the Credit Agreement (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions). Mortgagor represents and warrants that it has the right to mortgage the Mortgaged Property.

3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Mortgagor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect (considered both individually and together with other such failures) on (i) the current business, operations or condition (financial or otherwise) of the Mortgagor, (ii) the current use of the Mortgaged Property or (iii) the value of the Mortgaged Property (assuming its current use).

5. Payment of Taxes and Other Impositions. (1) Prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(a) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

6. Insurance. Mortgagor shall maintain and keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its

property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Mortgagee, and (ii) insuring Mortgagor, the Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(a) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(b) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon 5 days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(d) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $1,000,000, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with any damage or casualty to the Real Estate shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement.

(e) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under Section 7.5 of the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. All awards and proceeds relating to such condemnation shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon 5 days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit Agreement, the Guarantee and Collateral Agreement or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Mortgagee shall be held by Mortgagee for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in the manner set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, the Guarantee and Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

16. Extension, Release, etc. Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(a) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this

Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(c) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code; Fixture Filing. It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Mortgaged Property is located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(a) Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such portions of the Mortgaged Property that are or become fixtures. The real property to which the fixtures relate is described in Exhibit A hereto. The record owner of the real property described in Exhibit A hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is 1M16263.

18. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of such part of the Mortgaged Property as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(a) Mortgagor has not affirmatively done any act which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(b) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

20. Notices. All notices, requests and demands to or upon the Mortgagee or the Mortgagor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon Mortgagor shall be addressed to Mortgagor at its address set forth above.

21. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit

Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

23. Mortgagor's Waiver of Rights. Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(a) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or

under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the

exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

27. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or deed of trust.

28. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Credit Agreement and the Guarantee and Collateral Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

31. Duty of Mortgagee; Authority of Mortgagee. (a) The Mortgagee's sole duty with respect to the custody, safekeeping and physical preservation of the Mortgaged Property which is in its possession, or otherwise, shall be to deal with it in the same manner as the Mortgagee deals with similar property for its own account. Neither the Mortgagee, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of Mortgagor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part thereof. The powers conferred on the Mortgagee and the Secured Parties hereunder are solely to protect the Mortgagee's and the Secured Parties' interests in the Mortgaged Property and shall not impose any duty upon the Mortgagee or any Secured Party to exercise any such powers. The Mortgagee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) Mortgagor acknowledges that the rights and responsibilities of the Mortgagee under this Mortgage with respect to any action taken by the Mortgagee or the exercise or non-exercise by the Mortgagee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Mortgagee and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Mortgagee and Mortgagor, the Mortgagee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Mortgagor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

32. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations

shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.

33. Enforcement Expenses; Indemnification. (a) Mortgagor agrees to pay, or reimburse each Secured Party and the Mortgagee for, all its costs and expenses incurred in collecting against Mortgagor or otherwise enforcing or preserving any rights under this Mortgage, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to the Mortgagee.

(b) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Mortgaged Property or in connection with any of the transactions contemplated by this Mortgage.

(c) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable.

34. Release. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Mortgagor in a transaction permitted by the Credit Agreement and the Net Cash Proceeds are applied in accordance with the terms of the Credit Agreement, then the Mortgagee, at the request and sole expense of such Mortgagor, shall execute and deliver to such Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. The Mortgagor shall deliver to the Mortgagee, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and the other Loan Documents.

35. Local Law Provisions.

(a) Business Loan. The proceeds of the indebtedness secured hereby referred to herein shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a “business loan” as that term is defined in, and for all purposes of, 815 ILCS 205/4 (1) (c), and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of 815 ILCS 205/4(1)(l).

(b) Additional Indebtedness. This Mortgage secures the payment of the entire indebtedness secured hereby, as well as the payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee or advanced under the Credit

Agreement, which shall be in the form of a continual revolving credit whereby advances may be made, repaid, and readvanced from time to time, and all such advances shall retain priority hereunder, subject to the applicable provisions of 735 ILCS 5/15-1302(b)(3); provided, however, that the indebtedness secured by this Mortgage shall not exceed an amount equal to Four Billion Dollars ($4,000,000,000.00).

(c) Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagee's expense to protect Mortgagor's interests in the Real Estate, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total obligation secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

(d) Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

1. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

2. Wherever provision is made in this Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

3. In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act;

4. Mortgagor acknowledges that the Mortgaged Property does not constitute "agricultural real estate", as said term is defined in Section 15-1201 of the Act, or "residential real estate", as defined in Section 15-1219 of the Act;

5. Mortgagor hereby voluntarily and knowingly waives its statutory rights to reinstatement and redemption pursuant to 735 ILCS Section 5/15-1601(b);

6. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage, or the Loan Agreement or by the Act (collectively, the "Special Protective Advances") shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Mortgagee in accordance with the terms of the Mortgage or the Loan Agreement to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Act;

(ii) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgage Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of the Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508 (b) (1) of the Act;

(vi) expenses deductible from proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the Act; and

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Section 5/15-1704 (c) (1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (ix) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force;

7. All Special Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable upon notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Credit Agreement; and

8. This Mortgage shall be a lien for all Special Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b) (5) of Section 5/15-1302 of the Act.

(e) Maturity Date. The Credit Agreement provides, among other things, for final payment of principal and interest thereunder, if not sooner paid or payable as provided therein, to be due on November 1, 2014, which Credit Agreement has heretofore been incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

This Mortgage has been duly executed by Mortgagor on as of the date first set forth above and is intended to be effective as of such date.

METAVANTE CORPORATION

By: _____
Name: _____
Title: _____

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State of _____)

) SS

County of _____)

This instrument was acknowledged before me on November __, 2007, by _____, as _____ of Metavante Corporation, a Wisconsin corporation.

_____
(Signature of Notarial Officer)

_____
Title (and Rank)

(Commission No.: _____)

(My Commission Expires: _____)

(Notarial Seal)

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Schedule A

Description of the Land

LOT 1 IN WINDHAM LAKES RESUBDIVISION NUMBER 18, BEING A RESUBDIVISION OF LOT 1 IN WINDHAM LAKES RESUBDIVISION NUMBER 10, PART OF THE NORTH 1/2 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1998 AS DOCUMENT NUMBER R98-084427, IN WILL COUNTY, ILLINOIS.

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After recording please return to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Christopher Garcia

[Oklahoma]

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

ADVANCED FINANCIAL SOLUTIONS, INC.,

Mortgagor,

to

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent, Mortgagee

Dated as of November 1, 2007

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL/IMMOVABLE PROPERTY DESCRIBED HEREIN, AND IT IS TO BE INDEXED AS BOTH A MORTGAGE AND AS A FINANCING STATEMENT FILED AS A FIXTURE FILING

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

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FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE OF THE COUNTY CLERKS OF THE COUNTIES LISTED ON SCHEDULE A HERETO.

THIS INSTRUMENT IS TO BE FILED AGAINST THE TRACT INDEX IN THE REAL ESTATE RECORDS FOR THE COLLATERAL OR MORTGAGED PROPERTY LYING IN THE STATE OF OKLAHOMA.

For purposes of filing this Mortgage as a financing statement, the mailing address of Mortgagor is Advanced Financial Solutions, Inc., 1200 Sovereign Row, Oklahoma City, OK 73108, the state of its organization is Oklahoma; the mailing address of Mortgagee is JPMorgan Chase Bank, N.A c/o Jennifer Anyigbo JPMorgan Chase Bank, N.A. Loan & Agency Services 1111 Fannin Street, 10th Floor Houston, Texas 77002.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Schedule A hereto or in documents described in such Schedule A.

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MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING, dated as of November 1, 2007 is made by ADVANCED FINANCIAL SOLUTIONS, INC., an Oklahoma corporation ("Mortgagor"), whose address is c/o Metavante Corporation, 4900 West Brown Deer Road, Milwaukee, WI 53223, Attn: Norrie J. Daroga, Chief Administrative Officer, to JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Mortgagee") whose address is c/o Jennifer Anyigbo JPMorgan Chase Bank, N.A. Loan & Agency Services 1111 Fannin Street, 10th Floor Houston, Texas 77002. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Metavante Technologies, Inc., a Wisconsin corporation ("Holdings"), Metavante Corporation, a Wisconsin corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents (in such capacity, the "Documentation Agents"), Morgan Stanley Senior Funding Inc., as syndication agent (in such capacity, the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as Administrative Agent and Mortgagee, are parties to that certain Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The terms of the Credit Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein.

B. Pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

C. Holdings, Borrower, certain of the Borrower's Subsidiaries (in such capacity, collectively, the "Grantors"), and Mortgagee as Administrative Agent, are parties to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). The terms of the Guarantee and Collateral Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein

D. The Borrower is a member of an affiliated group of companies that includes Mortgagor.

E. The proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to Mortgagor in connection with the operation of its business.

F. The Borrower and Mortgagor are engaged in related businesses, and Mortgagor will derive substantial direct and indirect benefit from the extensions of credit under the Credit Agreement.

G. Mortgagor (i) is the owner of the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Land") and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

H. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that Mortgagor shall have executed and delivered this Mortgage to Mortgagee for the ratable benefit of the Secured Parties.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure the payment of any and all obligations and liabilities of such Mortgagor which may arise under or in connection with this Agreement (including, without limitation, Section 2 thereof) or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement to which Mortgagor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or to the Lenders that are required to be paid by Mortgagor pursuant to the terms of this Agreement or any other Loan Document), (collectively, the "Obligations");

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES AND WARRANTS, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE, WITH MORTGAGE COVENANTS:

(a) the Land;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions,

remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (e) being referred to as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present

or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed, provided, however, that the condition of this Mortgage is such that if the Obligations are fully paid and performed, then the estate hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Mortgage covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee and the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. References in this Mortgage to the "Default Rate" shall mean the interest rate applicable pursuant to Section 2.14 of the Credit Agreement. References herein to the "Secured Parties" shall mean the collective reference to (i) Mortgagee, (ii) the Lenders (including any Issuing Lender in its capacity as Issuing Lender) and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable are owed, (iii) each counterparty to a Specified Swap Agreement entered into with the Borrower if such

counterparty was a Lender (or an Affiliate of a Lender) at the time the Specified Swap Agreement was entered into, (iv) any other holders from time to time of the Obligations, and (v) the respective successors, indorsees, transferees and assigns of each of the foregoing.

2. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Mortgaged Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies, if any, being issued to Mortgagee to insure the lien of this Mortgage and any other lien or encumbrance as permitted by Section 7.3 of the Credit Agreement (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities (not including the holders of the Permitted Exceptions). Mortgagor represents and warrants that it has the right to mortgage the Mortgaged Property.

3. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Mortgagor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have a material adverse effect (considered both individually and together with other such failures) on (i) the current business, operations or condition (financial or otherwise) of the Mortgagor, (ii) the current use of the Mortgaged Property or (iii) the value of the Mortgaged Property (assuming its current use).

5. Payment of Taxes and Other Impositions. (1) Prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(a) Nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by

Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

6. Insurance. Mortgagor shall maintain and keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Mortgagee, and (ii) insuring Mortgagor, the Mortgagee and the other Secured Parties against liability for personal injury and property damage relating to such Real Estate, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Mortgagee. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Mortgagee of written notice thereof, (ii) name the Mortgagee as an additional insured party or loss payee, (iii) include deductibles consistent with past practice or consistent with industry practice or otherwise reasonably satisfactory to the Mortgagee.

(a) If any portion of the Premises is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(b) Mortgagor promptly shall comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Mortgage.

(c) If Mortgagor is in default of its obligations to insure or deliver any such prepaid policy or policies, then Mortgagee, at its option upon 5 days' notice to Mortgagor, may effect such insurance from year to year at rates substantially similar to the rate at which Mortgagor had insured the Premises, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee on demand such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(d) If the Mortgaged Property, or any part thereof, shall be destroyed or damaged and the reasonably estimated cost thereof would exceed $1,000,000, Mortgagor shall give prompt notice thereof to Mortgagee. All insurance proceeds paid or payable in connection with

any damage or casualty to the Real Estate shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement.

(e) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Mortgage and the Permitted Exceptions, Mortgagor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Mortgage and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under Section 7.5 of the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings. All awards and proceeds relating to such condemnation shall be deemed proceeds from a Recovery Event and applied in the manner specified in the Credit Agreement

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

12. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor, within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time upon 5 days' notice to Mortgagor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

13. Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged

Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Without affecting any right, power or remedy herein given to Mortgagee and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, law or statute, Mortgagor hereby grants to Mortgagee the non-judicial Power of Sale. Such Power of Sale shall be exercised by giving Mortgagor Notice of Intent to Foreclose by Power of Sale and setting forth, among other things, the nature of the breach(es) or default(s) and the action required to effect a cure thereof and the time period within which such cure may be effected all in compliance with Title 46 Oklahoma Statutes §§ 40 et seq. (Oklahoma Power of Sale Mortgage Foreclosure Act) effective November 1, 1986, as the same may be amended from time to time or other applicable statutory or judicial authority (the "Act"). If no cure is effected within the statutory time limits, if permitted by the Act, Mortgagee may accelerate the Obligations secured hereby without further notice (the aforementioned statutory cure period shall run concurrently with any contractual provision for notice before acceleration of debt) and may then proceed in the manner and subject to the conditions of the Act to send to Mortgagor and other necessary parties a Notice of Sale and to sell and convey the Mortgaged Property in accordance with such Act. The sale shall be made at one or more sales, as an entirety or in parcels upon such notice, at such times and places, subject to all conditions and with the proceeds thereof to be applied all as provided in the Act. No action of Mortgagee based upon the provisions contained herein or in the Act, including, without limitation, the giving of the Notice of Intent to Foreclose by Power of Sale or the Notice of Sale, shall constitute an election of remedies which would preclude Mortgagee from pursuing judicial foreclosure before or at any time after commencement of the Power of Sale foreclosure procedure. Whether or not proceedings have commenced by the exercise of the Power of Sale above given, Mortgagee or the holder or holders of any of the Obligations, in lieu of proceeding with the Power of Sale (or in the event of homestead property where Mortgagor has elected judicial foreclosure, as provided in the Act) may at its or their option, as applicable, following acceleration of the Obligations as set forth above, proceed by suit or suits in equity or at law to foreclose this Mortgage.

Mortgagor fully understands the consequences of conferring on Mortgagee the above-described Power of Sale, and if Mortgagee elects to enforce this Mortgage by exercising said Power of Sale, Mortgagor hereby expressly waives to the fullest extent permitted by law any right to a judicial hearing prior to the sale of the Mortgaged Property. As often as any proceedings may be taken to foreclose this Mortgage, whether pursuant to the Power of Sale herein conferred or by judicial proceedings, or to foreclose the security interest herein granted to Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to all other sums due, all costs and expenses, including reasonable attorney fees, incurred by Mortgagee; and

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Mortgagee shall be held by Mortgagee for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in the manner set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, the Guarantee and Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged

Property or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

16. Extension, Release, etc. Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(a) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to direct a power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(c) Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code; Fixture Filing. It is the intention of the parties hereto that this Mortgage shall constitute a security agreement within the

meaning of the Uniform Commercial Code (the "Code") of the State in which the Mortgaged Property is located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(a) Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such portions of the Mortgaged Property that are or become fixtures. The real property to which the fixtures relate is described in Exhibit A hereto. The record owner of the real property described in Exhibit A hereto is Mortgagor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Mortgagee set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagor/debtor is the address of the Mortgagor set forth in the first paragraph of this Mortgage. The mailing address of the Mortgagee/secured party from which information concerning the security interest hereunder may be obtained is the address of the Mortgagee set forth in the first paragraph of this Mortgage. Mortgagor's organizational identification number is 1900513748.

18. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment of and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of such part of the Mortgaged Property as may be in the possession of Mortgagor or

any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Mortgagor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(a) Mortgagor has not affirmatively done any act which would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(b) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

20. Notices. All notices, requests and demands to or upon the Mortgagee or the Mortgagor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon Mortgagor shall be addressed to Mortgagor at its address set forth above.

21. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Loan Document, the obligations of Mortgagor and of any other obligor under any Loan Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

23. Mortgagor's Waiver of Rights. Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(a) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (ii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. Appraisement of the Mortgaged Property is hereby expressly waived, or not, at the option of Mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof, or at any time prior thereto. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale, or other rights hereby created.

24. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by

Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are

appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

27. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or deed of trust.

28. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their respective terms the Credit Agreement and the Guarantee and Collateral Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Mortgagor agrees that in any in personam proceeding related to this Mortgage the rights of the parties to this Mortgage shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

Duty of Mortgagee; Authority of Mortgagee. (a) The Mortgagee's sole duty with respect to the custody, safekeeping and physical preservation of the Mortgaged Property which is in its possession, or otherwise, shall be to deal with it in the same manner as the Mortgagee deals with similar property for its own account. Neither the Mortgagee, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of Mortgagor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part thereof. The powers conferred on the Mortgagee and the Secured Parties hereunder are solely to protect the Mortgagee's and the Secured Parties' interests in the Mortgaged Property and shall not impose any duty upon the Mortgagee or any Secured Party to exercise any such powers. The Mortgagee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Mortgagor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) Mortgagor acknowledges that the rights and responsibilities of the Mortgagee under this Mortgage with respect to any action taken by the Mortgagee or the exercise or non-exercise by the Mortgagee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Mortgagee and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Mortgagee and Mortgagor, the Mortgagee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Mortgagor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

31. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.

32. Enforcement Expenses; Indemnification. (a) Mortgagor agrees to pay, or reimburse each Secured Party and the Mortgagee for, all its costs and expenses incurred in collecting against Mortgagor or otherwise enforcing or preserving any rights under this Mortgage, including, without limitation, the fees and disbursements of counsel to each Secured Party and of counsel to the Mortgagee.

(b) Mortgagor agrees to pay, and to save the Mortgagee and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Mortgaged Property or in connection with any of the transactions contemplated by this Mortgage.

(c) Mortgagor agrees to pay, and to save the Mortgaqee and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable.

33. Release. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by any Mortgagor in a transaction permitted by the Credit Agreement and the Net Cash Proceeds are applied in accordance with the terms of the Credit Agreement, then the Mortgagee, at the request and sole expense of such Mortgagor, shall execute and deliver to such Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. The Mortgagor shall deliver to the Mortgagee, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and the other Loan Documents.

This Mortgage has been duly executed by Mortgagor of the date first set forth above and is intended to be effective as of such date.

Advanced Financial Solutions, Inc.

By: _____
Name:
Title

Note: Oklahoma mortgage must be executed by either (a) President or Vice President [not an Assistant Vice President], (b) Chairman or Vice Chairman, or (c) Attorney-in-Fact under recorded power of attorney; Treasurer, Secretary, CEO, CFO and other typical corporate officers not in categories (a), (b) or (c) can not execute a mortgage or other recordable conveyance of Oklahoma real property on behalf of a corporation)

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State of _____)

)

County of _____)

This instrument was acknowledged before me on November 1, 2007, by _____, as _____ of Advanced Financial Solutions, Inc., an Oklahoma corporation.

_____
(Signature of Notarial Officer)

_____
Title (and Rank)

(Commission No.: _____)

(My Commission Expires: _____)

(Notarial Seal)

Schedule A

Description of the Land

Lots Two (2) and Three (3) of Block Twelve (12) in INSTALLMENT 5, METROPOLITAN INDUSTRIAL PARK, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

EXHIBIT E

[Form of Assignment and Assumption]

Reference is made to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (the "Administrative Agent" and, together with the Documentation Agents and the Syndication Agent, the "Agents"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

The Assignor identified on Schedule l hereto (the "Assignor") and the Assignee identified on Schedule l hereto (the "Assignee") agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below), the interest described in Schedule 1 hereto (the "Assigned Interest") in and to the Assignor's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an "Assigned Facility"; collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor is the legal and beneficial owner of the Assigned Interest and that it has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim and (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, any of its Affiliates or any other obligor or the performance or observance by the Borrower, any of its Affiliates or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto.

3. The Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Assumption; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements delivered pursuant to Section 4.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents, or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Loan

Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligation pursuant to Section 2.19(d) of the Credit Agreement.

4. The effective date of this Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Credit Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, be earlier than five Business Days after the date of such acceptance and recording by the Administrative Agent).

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date.

6. From and after the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

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Schedule 1
to Assignment and Assumption with respect to
the Credit Agreement, dated as of November 1, 2007,
among Metavante Technologies, Inc. ("Holdings"),
Metavante Corporation (the "Borrower"),
the Lenders party thereto, the Documentation Agents, and Syndication Agent named therein
and JPMorgan Chase Bank, N.A., as Administrative Agent

Name of Assignor: _____

Name of Assignee: _____

Effective Date of Assignment: _____

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned
	$_____	____._____%

[Name of Assignee]

By: _____
Name:
Title:

[Name of Assignor]

By: _____
Name:
Title:

Required Consents (if any):

METAVANTE CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

Accepted for Recordation in the Register:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

[If Revolving Facility being assigned:]

JPMORGAN CHASE BANK, N.A., as Swingline Lender

By: _____
Name:
Title:

[Name of Issuing Lender], as Issuing Lender

By: _____
Name:
Title:

EXHIBIT F

[Form of Legal Opinion of Quarles & Brady LLP]

FORM OF LEGAL OPINION OF QUARLES & BRADY LLP

November 1, 2007

JPMorgan Chase Bank, N.A., as Administrative Agent
Loan & Agency Services
1111 Fannin Street, 10th Floor
Houston, Texas 77002
-and-
The Lenders Party to the Credit Agreement referred to below

Re: $2,000,000,000 Credit Agreement (the "Credit Agreement"), dated as of November 1, 2007, among JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders ("Agent"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as Documentation Agents, Morgan Stanley Senior Funding Inc., as Syndication Agent, the Lenders from time to time party thereto ("Lenders"), Metavante Technologies, Inc. (formerly known as Metavante Holding Company, "Holdings"), and Metavante Corporation ("Borrower")

Ladies and Gentlemen:

We have acted as counsel to Borrower, Holdings and to the other Loan Parties listed on Schedule 1 attached hereto (each a "Loan Party" and collectively "Loan Parties") in connection with the Credit Agreement. This opinion is furnished to you at the request of the Loan Parties pursuant to Section 5.1(i) of the Credit Agreement.

For purposes of this opinion, we have reviewed copies of the "Loan Documents" listed on Schedule 2 attached hereto, unfiled copies of the "Financing Statements" listed on and attached to Schedule 3 hereto, copies of the UCC Search Reports listed on Schedule 4 attached hereto (the "UCC Search Reports"), and copies of the "Organizational Documents" listed on Schedule 5 attached hereto.

The Uniform Commercial Code as currently in effect in the State of New York is referred to herein as the "New York UCC". The Uniform Commercial Code as currently in effect in the State of Delaware is referred to herein as the "Delaware UCC". The Uniform Commercial Code as currently in effect in the State of Wisconsin is referred to herein as the "Wisconsin UCC".

The Uniform Commercial Code as currently in effect in the State of Arizona is referred to herein as the "Arizona UCC". The New York UCC, the Delaware UCC, the Wisconsin UCC and the Arizona UCC are sometimes collectively referred to herein as the "UCC". Capitalized terms used herein and not otherwise defined herein shall have the meanings given to those terms in the attached schedules, and if not defined therein, shall have the meanings given to those terms in the Credit Agreement.

We note that various issues with respect to certain real and personal property collateral matters relating to the State of Oklahoma are addressed in the opinion of Phillips McFall McCaffrey McVay & Murrah, P.C. separately provided to you. We express no opinion with respect to any matters covered by such other opinion.

In rendering this opinion we have, with your permission, relied on the officer's certificate from the Loan Parties, a copy of which is annexed hereto as Schedule 6 (the "Officer's Certificate"), as to certain factual matters and assumed, without investigation, verification, or inquiry, that:

(a) Each party to the Loan Documents, other than the Loan Parties, is validly existing and in good standing as a corporation, limited liability company, association or other legal entity under the laws of its jurisdiction of incorporation, organization or formation;

(b) Each party to the Loan Documents, other than the Loan Parties, has the necessary right, power and authority to execute and deliver, and perform its obligations, if any, under each of the Loan Documents to which it is a party; the Loan Documents have been duly authorized by all parties thereto, other than the Loan Parties; and the Loan Documents constitute the legal, valid and binding obligations of all parties thereto, other than the Loan Parties;

(c) The Loan Documents have been duly executed, delivered and accepted by all parties thereto, other than the Loan Parties;

(d) All natural persons who are signatories to the Loan Documents or the other documents reviewed by us were legally competent at the time of execution; all signatures on the Loan Documents and the other documents reviewed by us are genuine; the copies of all documents submitted to us are accurate and complete, each such document that is original is authentic, and each such document that is a copy conforms to an authentic original;

(e) The Agent maintains an office at the address set forth on the Financing Statements;

(f) All Loan Documents were or will be executed prior to or simultaneously with the execution of the Mortgages;

(g) Valid and sufficient legal descriptions of the relevant real property and the correct tax key number or parcel identification number are included in the Mortgages; and the Mortgages contain the correct name of Borrower, the correct name of Mortgagee and the correct name of a record owner of the real property described therein;

(h) Will County, Illinois, is the only county in Illinois in which any real property subject to the Illinois Mortgage is or will be located, and is the only county in Illinois in which any goods that are or are to become fixtures under the Illinois Mortgage are or will be located;

(i) The Illinois Mortgage will be properly recorded in the office of the Recorder of Deeds for Will County, Illinois;

(j) Milwaukee County, Wisconsin, is the only county in Wisconsin in which any real property subject to the Wisconsin Mortgage is or will be located, and is the only county in Wisconsin in which any goods that are or are to become fixtures under the Wisconsin Mortgage are or will be located;

(k) The Wisconsin Mortgage will be properly recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

Based upon the foregoing, but subject to the assumptions, qualifications, and limitations set forth herein, we are of the opinion that:

1. Each of the Loan Parties (a) is a corporation or limited liability company validly existing under the laws of the state of its incorporation or formation; (b) is in good standing under the laws of its incorporation or formation (or, in the case of each Loan Party incorporated or organized under the laws of the State of Wisconsin, it has filed its most recent required annual report, and has not filed articles of dissolution, with the Wisconsin Department of Financial Institutions); (c) has the corporate or limited liability company power and authority to execute and deliver each Loan Document to which it is a party and to borrow (in the case of Borrower), perform its obligations thereunder and grant the security interests to be granted by it pursuant to the Guarantee and Collateral Agreement; and (d) has duly authorized, executed and delivered each Loan Document to which it is a party.

2. The execution and delivery by each Loan Party of the Loan Documents to which it is a party, borrowings in accordance with the terms of the Credit Agreement (in the case of Borrower), and performance of its obligations thereunder, and granting of the security interests to be granted by it pursuant to the Guarantee and Collateral Agreement (a) will not result in any violation of (1) the articles of incorporation or bylaws, or the certificate of formation or limited liability company agreement, as applicable, of such Loan Party, (2) assuming that proceeds of borrowings will be used in accordance with the terms of the Credit Agreement, any United States federal statute, any New York statute, any Wisconsin statute, any

Arizona statute, any Illinois statute, the Delaware General Corporation Law, the Delaware Limited Liability Company Act, or any rule or regulation issued pursuant to any of the foregoing statutes or any order known to us issued by any court or governmental agency or body; and (b) will not breach or result in a default under, or result in the creation of any lien upon or security interest in the Loan Parties' properties pursuant to, the terms of any indenture, agreement, contract or undertaking, listed on Exhibit A attached to the Officer's Certificate.

3. No consent, approval, authorization or order of, or filing with, any United States federal governmental agency or body, State of Wisconsin state governmental agency or body, State of Arizona state governmental agency or body, State of Illinois state governmental agency or body, State of New York state agency or governmental body, or State of Delaware state governmental agency or body acting pursuant to the Delaware General Corporation Law or the Delaware Limited Liability Company Act, is required for the execution and delivery by any Loan Party of the Loan Documents to which it is a party, the borrowings by Borrower in accordance with the terms of the Loan Documents or the performance by the Loan Parties of their respective payment obligations under the Loan Documents, or the granting by any Loan Party of any security interests under the Guarantee and Collateral Agreement, except (a) such as have been duly obtained or made and are in full force and effect, (b) such filings and other actions as may be required to perfect any lien or security interest which any such agreement purports to create, and (c) such as may be required by orders, decrees and the like that are specifically applicable to the Loan Parties and of which we have no knowledge.

4. Each Loan Document to which each Loan Party is a party constitutes the legally valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its respective terms.

5. To our knowledge, there is no action, suit or proceeding now pending before or by any court, arbitrator or governmental agency, body or official, to which any Loan Party is a party or to which the business, assets or property of any Loan Party is subject, and there is no such action, suit or proceeding that is overtly threatened to which any Loan Party or the business, assets or property of any Loan Party would be subject, that in either case questions the validity of the Loan Documents or the Spin.

6. No Loan Party is an "investment company" within the meaning of and subject to regulation under the Investment Company Act of 1940, as amended.

7. Assuming that Borrower will comply with the provisions of the Credit Agreement relating to the use of proceeds, the making of the Loans under the Credit Agreement will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System.

8. The Guarantee and Collateral Agreement creates in favor of the Agent for the benefit of the Lenders a security interest in the right, title and interest of the granting Loan Party in that portion of the collateral described therein in which a security interest may be created under Article 9 of the New York UCC (the "Article 9 Collateral").

9. Each of the Financing Statements is in appropriate form for filing in the filing offices listed in Schedule 3 attached hereto (the "Filing Offices") in the states of Delaware, Wisconsin, and Arizona.

10. The UCC Search Reports set forth the proper filing offices and proper debtors necessary to identify those Persons which, as of the effective dates for such UCC Search Reports, have on file financing statements in the States of Delaware, Wisconsin and Arizona against the Loan Parties covering the Article 9 Collateral in which a security interest is perfected by filing a financing statement under the UCC as in effect in the States of Delaware, Wisconsin and Arizona.

11. Upon the filing of the Financing Statements in the forms attached hereto in the Filing Offices, the Agent will have a perfected security interest for the benefit of the Lenders in that portion of the Article 9 Collateral in which a security interest is perfected by filing a financing statement under the UCC as in effect in the States of Delaware, Wisconsin and Arizona.

12. The security interest of the Agent for the benefit of the Lenders in that portion of the collateral described in the Guarantee and Collateral Agreement identified on Schedule 2 to the Guarantee and Collateral Agreement as instruments will be a perfected security interest upon delivery of such instruments to the Agent in the State of New York.

13. All of the shares of Capital Stock described on Schedule 2 to the Guarantee and Collateral Agreement (except for directors' qualifying shares) are owned of record by the Borrower or a Subsidiary of the Borrower.

14. The Guarantee and Collateral Agreement creates in favor of the Agent for the benefit of the Lenders a security interest under the New York UCC in the right, title and interest of the granting Loan Parties in the investment property identified on Schedule 2 to the Guarantee and Collateral Agreement (the "Pledged Securities").

15. The Agent will have a perfected security interest in the Pledged Securities for the benefit of the Lenders under the New York UCC upon delivery to the Agent for the benefit of the Lenders in the State of New York of the certificates representing the Pledged Securities in registered form, indorsed in blank by an effective endorsement or accompanied by undated stock powers with respect thereto duly indorsed in blank by an effective endorsement. Assuming the Agent and each of the Lenders does not have notice of any adverse claim to the Pledged Securities, the Agent will acquire the security interest in the Pledged Securities for the benefit of the Lenders free of any adverse claim.

16. Borrower is in good standing as a foreign corporation in the State of Illinois and is duly qualified to own and operate the Mortgaged Property and to conduct any business of the Borrower relating to the Mortgaged Property in the State of Illinois.

17. The Illinois Mortgage and the Wisconsin Mortgage:

(a) are in proper form for recording as a mortgage and as a financing statement filed as a fixture filing in the State of Illinois and the State of Wisconsin, respectively;

(b) comply as to form with all existing laws of the State of Illinois and the State of Wisconsin, respectively;

(d) create in favor of the Mortgagee for the ratable benefit of the Secured Parties a legal, valid and binding lien upon that portion of the Mortgaged Property described therein constituting real property or fixtures under the laws of the State of Illinois and the State of Wisconsin, respectively (the "Real Property"), enforceable as such against the Borrower; and

(e) when recorded in the applicable offices listed on Schedule 7 (the "Recording Offices") will constitute a perfected lien on the Real Property in the State of Illinois and the State of Wisconsin, respectively.

18. The recording of the Mortgages in the Recording Offices as indicated on Schedule 7 are the only actions, recordings or filings necessary to publish notice and protect the validity of and to establish of record the rights of the parties under the Mortgages.

19. The facts that (a) the Mortgages secure obligations arising under a revolving line of credit, and (b) such revolving credit advances may from time to time be repaid in full or in part and reborrowed in accordance with the terms of the Credit Agreement, will not result in a subordination of the lien of the Mortgages to any other lien on the real property and fixtures described in such Mortgages or otherwise impair the priority of the liens of the Mortgages; subject, however, to the applicable provisions of 735 ILCS 5/15-1302(b)(3) with respect to the Illinois Mortgage.

20. The courts of the State of Illinois and the State of Wisconsin will enforce those provisions in the Mortgages which provide that the validity, construction and enforceability of the Mortgages will be governed by the laws of the State of New York, except that the Courts of the State of Illinois and the State of Wisconsin may apply the internal law of each respective State to determine the perfection and effect of perfection of the liens created under such documents and the application of remedies in enforcing such liens with respect to property located in each respective State.

21. The Illinois Mortgage and the Wisconsin Mortgage contain the terms and provisions necessary to enable the Mortgagee, following a default thereunder, to exercise the remedies which are customarily available to a holder under a mortgage in the State of Illinois and the State of Wisconsin, respectively.

22. The Illinois Mortgage and the Wisconsin Mortgage do not violate any usury, consumer protection or truth in lending laws, rules or regulations of the State of Illinois or

the State of Wisconsin, respectively, or any governmental or quasigovernmental agencies thereof, so as to (a) subject the Mortgagee to any civil or criminal liability or penalty, (b) prohibit, limit or impede the Mortgagee's right to collect any interest, principal or other sums payable under the Illinois Mortgage or the Wisconsin Mortgage, respectively, or to exercise any of its rights or remedies under the Illinois Mortgage or the Wisconsin Mortgage, respectively, or (c) subject the Mortgagee to any other claim, loss or damage.

23. None of the Mortgagee or the other Secured Parties are required (a) to be qualified to do business, file any designation for service of process or file any reports or pay any taxes in the State of Illinois or the State of Wisconsin, or (b) to comply with any statutory or regulatory requirement applicable only to financial institutions chartered or qualified or required to be chartered or qualified to do business in the State of Illinois or the State of Wisconsin, in each case solely by reason of the execution and delivery of filing or recording, as applicable, of any of the Loan Documents, or by reason of the participation in any of the transactions under or contemplated thereby, the making and receipt of payments pursuant thereto and the exercise of any remedy thereunder. If it were determined that such qualification and filing were required, the validity of the Loan Documents would not be affected thereby, but (a) if the Mortgagee were not qualified it would be precluded from enforcing its rights as Mortgagee on behalf of the Secured Parties in the courts of the State of Illinois and the State of Wisconsin until such time as it is admitted to transact business in each respective State, or (b) assuming the Secured Parties would institute remedies without the Mortgagee, they would be precluded from enforcing their rights in the courts of the State of Illinois and the State of Wisconsin until such time as they were admitted to transact business in each respective State. However, the lack of qualification would not result in any waiver of rights or remedies pending such qualification.

24. The Mortgagee has the power, without naming all the Secured Parties in any applicable legal proceeding, to exercise remedies under the Loan Documents for the realization of any of the Mortgaged Property in its own name, as Mortgagee.

25. No Taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Illinois or the State of Wisconsin or to any jurisdiction therein on account of the execution or delivery or recording or filing of the Illinois Mortgage or the Wisconsin Mortgage, respectively, or any of the other Loan Documents, or the creation of the indebtedness evidenced or secured by any of the Loan Documents, as applicable, except for nominal filing or recording fees; provided that we are not opining as to as any income or franchise taxes.

26. The transfer of all or any portion of the Mortgaged Property in connection with the exercise of any remedy under the Illinois Mortgage or the Wisconsin Mortgage, including, without limitation, by way of judicial foreclosure, will not restrict, affect or impair the liability of the Issuer with respect to the indebtedness secured thereby or the mortgagee's rights or remedies relating thereto, including the foreclosure or enforcement of any other security interest liens securing such indebtedness, and the laws of the State of Illinois and the State of Wisconsin do not require a lienholder to elect to pursue its remedies either against mortgaged real property or personal property where such lienholder holds security interests and liens on both real and personal property of a debtor.

27. The Mortgagee shall not be liable for any loss, cost, expense or liability (including, without limitation, clean-up, corrective action or response costs, penalties, fines or other impositions of governmental agencies and judgments of private or public litigants) in respect of any matter arising out of or relating to or under any existing environmental laws of the State of Illinois or the State of Wisconsin by reason of the execution and delivery of or participation in any of the transactions under or contemplated by the Illinois Mortgage or the Wisconsin Mortgage, respectively, including, without limitation, the exercise of any remedy under the Illinois Mortgage or the Wisconsin Mortgage, respectively, unless the Mortgagee manages, operates, controls, or acquires ownership of the Mortgaged Property, or in regard to the Wisconsin Mortgage fails to comply with the provisions of Wis. Stats. § 292.21.

28. Under existing environmental laws of the State of Illinois and the State of Wisconsin, there are no statutory or regulatory requirements applicable to the Mortgagee or any other Secured Party relating to the granting of the Illinois Mortgage or the Wisconsin Mortgage, respectively, or of the security interest in any Mortgaged Property that (i) require any notification or certification to the State of Illinois or the State of Wisconsin or any applicable political subdivision thereof of the Illinois Mortgage or the Wisconsin Mortgage, respectively, or (ii) in the event of a discharge of any materials of environmental concern, impose responsibility or liability on the part of the Mortgagee for the undertaking of remedial measures to alleviate environmental contamination resulting from such discharge, unless the Mortgagee manages, operates, controls, or acquires ownership of the Mortgaged Property, or in regard to the Wisconsin Mortgage fails to comply with the provisions of Wis. Stats. § 292.21.

The foregoing opinions are subject to the following additional assumptions, limitations and qualifications:

A. As to questions of fact material to this opinion, we have relied, with your permission, upon the Officer’s Certificate and the current conscious awareness of facts or other information of the attorneys currently with our firm who have represented the Loan Parties in connection with the transactions contemplated by the Loan Documents.

B. Our opinion is limited by:

(i) Applicable bankruptcy, receivership, reorganization, insolvency, moratorium, fraudulent conveyance or transfer, and other laws and judicially developed doctrines relating to or affecting creditors’ or secured creditors’ rights and remedies generally;

(ii) General principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and limitations on the availability of specific performance, injunctive relief and other equitable remedies;

(iii) The possibility that certain provisions of the Loan Documents may be further limited or rendered unenforceable by applicable law (although we do not believe the inclusion of such provisions renders the Loan Documents invalid), but in our opinion such law does not make the remedies afforded by the Loan Documents inadequate for the practical realization of the rights and benefits afforded thereby;

(iv) The requirement that the enforcing party act in a commercially reasonable manner and in good faith in exercising its rights under the Loan Documents and comply with applicable law, including but not limited to, the provisions of part 6 of article 9 of the UCC.

C. Our opinions in paragraphs 1(a) and 1(b) are based solely upon our review of certificates from the secretaries of state (or comparable office) of the jurisdiction in which the applicable Loan Party is incorporated, organized or formed, and our opinions in paragraph 16 are based solely upon our review of a certificate from the Secretary of State of Illinois.

D. Our opinions in paragraph 8 are limited to article 9 of the New York UCC, and therefore that paragraph does not address (i) laws of jurisdictions other than the State of New York and laws of the State of New York except for article 9 of the New York UCC, (ii) collateral of a type not subject to article 9 of the New York UCC, or (iii) under New York UCC §§9-301 through 9-307, what law governs perfection, the effect of perfection or non-perfection, or priority of the security interests granted in the collateral covered by this opinion letter, except as provided in sections 9-301(1) and 9-307(5) of the New York UCC with respect to registered organizations.

E. Our opinions in paragraphs 9, 10, 11 and 12 are limited to article 9 of the New York UCC, article 9 of the Wisconsin UCC, article 9 of the Delaware UCC and article 9 of the Arizona UCC, as the case may be, and therefore those paragraphs do not address (i) laws of jurisdictions other than the States of New York, Wisconsin, Delaware and Arizona or laws of the States of New York, Wisconsin, Delaware and Arizona except for UCC article 9, (ii) collateral of a type not subject to article 9 of the New York UCC, article 9 of the Wisconsin UCC, article 9 of the Delaware UCC or article 9 of the Arizona UCC, or (iii) under New York UCC §§9-301 through 9-307, under Wisconsin UCC §§9-301 through 9-307, Delaware UCC §§9-301 through 9-307 or Arizona UCC §§9-301 through 9-307, what law governs perfection, the effect of perfection or non-perfection, or priority of the security interests granted in the collateral covered by this opinion letter, except as provided in sections 9-301(1) and 9-307(5) of the New York, Delaware, Wisconsin and Arizona UCC with respect to registered organizations.

F. Our opinions in paragraphs 14 and 15 are limited to articles 8 and 9 of the New York UCC, and therefore such opinions do not address (i) laws of jurisdictions other than the State of New York or laws of the State of New York except for UCC articles 8 and 9, (ii) collateral of a type not subject to articles 8 or 9 of the New York UCC, or (iii) under New York UCC §§9-301 through 9-307, what law governs perfection, the effect of perfection or non-perfection, or priority of the security interests granted in the collateral covered by this opinion

letter, except as provided in paragraphs 14 and 15 and as provided in section 9-305(a) of the New York UCC (but excluding 9-305(c) of the New York UCC).

G. We express no opinion with respect to consumer goods, investment property in a consumer transaction, as-extracted collateral, timber to be cut, commercial tort claims, or goods represented by a certificate of title. We also express no opinion as to (i) matters excluded from article 9 of the UCC by virtue of section 9-109 thereof; or (ii) the creation or perfection of any security interest in, or agricultural lien on, farm products, equipment used in farming operations, accounts or general intangibles arising from or relating to the sale of farm products by a farmer, crops, timber to be cut, as extracted collateral.

H. In the case of proceeds, continuation of perfection of Agent's security interest therein is limited to the degree set forth in section 9-315 of the UCC. In addition, the perfection of the security interests in chattel paper or instruments is limited to the degree set forth in section 9-330 of the UCC.

I. We call to your attention that in the case of property which becomes collateral after the date hereof, section 547 of the United States Bankruptcy Code (the "Code") provides that a transfer is not made until the debtor has rights in the property transferred, so a security interest in after-acquired property may be treated as a voidable preference under the conditions (and subject to the exceptions) provided by section 547, and section 552 of the Code limits the extent to which property acquired by a debtor after the commencement of a case under the Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

J. We have made no examination of, and express no opinion as to, (a) the accuracy of any description of collateral, (b) title to the real property, fixtures, personal property, or other collateral described in the Loan Documents or the existence of any liens, charges, encumbrances thereon, or (c) other than as set forth in paragraph 19 above, the priority of the security interests or mortgage liens created or evidenced by any of the Loan Documents.

K. The opinions (other than with respect to UCC matters) expressed herein are limited to the federal laws of the United States, the internal state laws of the States of New York, Wisconsin, Arizona, Illinois, and, in addition, with respect to our opinions relating to the laws of the State of Delaware, the general corporate laws of the State of Delaware and the general limited liability company laws of the State of Delaware, in effect on the date hereof as they presently apply. For purposes of our opinions herein as they relate to the general corporate laws of the State of Delaware and the general limited liability company laws of the State of Delaware, we have reviewed the following materials: Title 6 Chapter 18 (Limited Liability Company Act) of the Delaware Code, as set forth at http://delcode.delaware.gov/title6/c018/index.shtml as of 12:02 p.m. CDT on October 25, 2007; and Title 8 Chapter 1 (General Corporation Law) of the Delaware Code, as set forth at http://delcode.delaware.gov/title8/c001/sc02/index.shtml#TopOfPage as of 12:04 p.m. CDT on October 25, 2007.

L. We express no opinion herein as to: (i) securities or blue sky laws or regulations; (ii) antitrust or unfair competition laws or regulations; (iii) zoning, land use or subdivision laws or regulations; (iv) labor, ERISA, or other employee benefit laws or regulations; (v) tax, environmental, racketeering or health and safety laws or regulations; (vi) mortgage banking licensing statutes, or (vii) county, city or other local laws, regulations, or ordinances.

M. We express no opinion regarding the (i) effect of any provision of the Loan Documents insofar as it provides that any Person purchasing a participation from a Lender or other Person may exercise set-off or similar rights with respect to such participation or that any Lender or other Person may exercise set-off or similar rights other than in accordance with applicable law; (ii) effect of any provision of the Loan Documents imposing penalties or forfeitures; (iii) enforceability of any provision of any of the Loan Documents to the extent that such provision constitutes a waiver of illegality as a defense to performance of contract obligations; and (iv) effect of any provision of the Credit Documents relating to indemnification or exculpation in connection with violations of any securities laws or relating to indemnification, contribution or exculpation in connection with willful, reckless or criminal acts or gross negligence of the indemnified or exculpated Person or the Person receiving the contribution.

N. Except as expressly set forth in paragraph 11, we express no opinion as to any actions that may be required to be taken under the New York UCC, the Wisconsin UCC, the Delaware UCC, the Arizona UCC or other applicable law in order for the effectiveness of the Financing Statements, or the validity or perfection of any security interest, to be maintained.

These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee(s) of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is being provided solely for the benefit of the addressee(s) hereof and for the purpose of complying with the requirements of Section 5.01(i) of the Credit Agreement. This opinion may not be used or relied upon for any other purpose, relied upon by any other party, or filed with or disclosed to any person, other than to a governmental authority, including a court, in connection with the enforcement or protection of the rights or remedies of Agent or the Lenders under any of the Loan Documents or to a banking examiner or regulator in connection with an examination of Agent or a Lender by such governmental authority, without our prior written consent.

Very truly yours,

QUARLES & BRADY LLP

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Schedule 1

Loan Parties

Holdings	Jurisdiction of Organization
Metavante Technologies, Inc.	Wisconsin
Borrower	
Metavante Corporation	Wisconsin
Subsidiary	
Kirchman Corporation	Wisconsin
Printing for Systems, Inc.	
Subsidiary	
Metavante Payment Services AZ Corporation	Arizona
Subsidiary	Delaware
Brasfield Technology, LLC	
Kirchman Company LLC	
Metavante Acquisition Company II LLC	
Metavante Operations Resources Corporation	
Metavante Payment Services, LLC	
NYCE Payments Network, LLC	
Prime Associates, Inc.	
Valutec Card Solutions, LLC	
VECTORsgi, Inc.	
Subsidiary	Michigan
MBI Benefits, Inc.	
Subsidiary	Nevada
TREEV LLC	
Vicor, Inc.	
Subsidiary	Oklahoma
Advanced Financial Solutions, Inc.	
Endpoint Exchange LLC	
Subsidiary	Pennsylvania
GHR Systems, Inc.	
Subsidiary	Tennessee
Link2Gov Corp.	
Subsidiary	Texas
AdminiSource Communications, Inc.	

Schedule 2

Loan Documents

1. Credit Agreement (the "Credit Agreement"), dated as of November 1, 2007, among JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders ("Agent"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as Documentation Agents, Morgan Stanley Senior Funding Inc., as Syndication Agent, the Lenders from time to time party thereto ("Lenders"), Metavante Technologies, Inc. (formerly known as Metavante Holding Company, "Holdings"), and Metavante Corporation ("Borrower").

2. Guarantee and Collateral Agreement, dated as of November 1, 2007, made by Holdings, Borrower, and certain of Borrower's Subsidiaries, in favor of the Agent.

3. UCC-1 Financing Statements attached to Schedule 3 hereto.

4. Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of November 1, 2007, made by Metavante Corporation (Mortgagor) to JPMorgan Chase Bank, N.A., as Administrative Agent (Mortgagee) to be recorded in Will County, Illinois (the "Illinois Mortgage").

5. Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of November 1, 2007, made by Metavante Corporation (Mortgagor) to JPMorgan Chase Bank, N.A., as Administrative Agent (Mortgagee) to be recorded in Milwaukee County, Wisconsin (the "Wisconsin Mortgage", and together with the Illinois Mortgage, the "Mortgages").

Schedule 3

Financing Statements

The following UCC-1 Financing Statements, each of which lists as the secured party JPMorgan Chase Bank, N.A., as Administrative Agent, unfilled copies of which are attached hereto, are referred to as the "Financing Statements":

Holdings	Filing Office
Metavante Technologies, Inc.	Wisconsin Department of Financial Institutions
Borrower	
Metavante Corporation	Wisconsin Department of Financial Institutions
Subsidiary	
Kirchman Corporation Printing for Systems, Inc.	Wisconsin Department of Financial Institutions
Subsidiary	Arizona Secretary of State
Metavante Payment Services AZ Corporation	
Subsidiary	Delaware Secretary of State
Brasfield Technology, LLC Kirchman Company LLC Metavante Acquisition Company II LLC Metavante Operations Resources Corporation Metavante Payment Services, LLC NYCE Payments Network, LLC Prime Associates, Inc. Valutec Card Solutions, LLC VECTORsgi, Inc.	

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Schedule 4

UCC Search Reports

(all searches conducted by UCC Direct Services)

ENTITY	STATE	FILING OFFICE	THRU DATE
ADMINISOURCE COMMUNICATIONS, INC.	TX	SECRETARY OF STATE	10/11/2007
ADVANCED FINANCIAL SOLUTIONS, INC.	OK	OKLAHOMA COUNTY CENTRAL FILING	10/9/2007
BRASFIELD TECHNOLOGY LLC	DE	SECRETARY OF STATE	9/10/2007
ENDPOINT EXCHANGE LC	OK	OKLAHOMA COUNTY CENTRAL FILING	10/9/2007
EVERLINK PAYMENT SERVICES, INC.	DC	DISTRICT OF COLUMBIA	8/28/2007
GHR SYSTEMS CANADA, INC.	DC	DISTRICT OF COLUMBIA	8/28/2007
GHR SYSTEMS, INC.	PA	SECRETARY OF COMMONWEALTH	10/4/2007
KIRCHMAN COMPANY LLC	DE	SECRETARY OF STATE	9/10/2007
KIRCHMAN CORPORATION	WI	DEPARTMENT OF FINANCIAL INSTITUTION	10/1/2007
LINK2GOV CORP.	TN	SECRETARY OF STATE	10/15/2007
MBI BENEFITS, INC.	MI	SECRETARY OF STATE	10/14/2007
METAVANTE ACQUISITION COMPANY II LLC	DE	SECRETARY OF STATE	9/10/2007
METAVANTE CANADA CORPORATION	DC	DISTRICT OF COLUMBIA	8/28/2007
METAVANTE CORPORATION	WI	DEPARTMENT OF FINANCIAL INSTITUTION	10/1/2007
METAVANTE INVESTMENTS (MAURITIUS) LIMITED	DC	DISTRICT OF COLUMBIA	8/28/2007

METAVANTE OPERATIONS RESOURCES CORPORATION	DE	SECRETARY OF STATE	9/10/2007
METAVANTE PAYMENT SERVICES AZ CORPORATION	AZ	SECRETARY OF STATE	10/1/2007
METAVANTE PAYMENT SERVICES, LLC	DE	SECRETARY OF STATE	9/10/2007
MONITISE AMERICAS, LLC	DE	SECRETARY OF STATE	9/10/2007
NYCE PAYMENTS NETWORK, LLC	DE	SECRETARY OF STATE	9/10/2007
PRIME ASSOCIATES, INC.	DE	SECRETARY OF STATE	9/10/2007
PRINTING FOR SYSTEMS, INC.	WI	DEPARTMENT OF FINANCIAL INSTITUTION	10/1/2007
TREEV LLC	NV	SECRETARY OF STATE	10/9/2007
VALUTEC CARD SOLUTIONS, LLC	DE	SECRETARY OF STATE	9/10/2007
VECTORSGI, INC.	DE	SECRETARY OF STATE	9/10/2007
VICOR, INC.	NV	SECRETARY OF STATE	10/9/2007

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Schedule 5

Organizational Documents

Metavante Technologies, Inc.:
Certified copy of articles of incorporation from the State of Wisconsin
Certificate of status in the State of Wisconsin
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Metavante Corporation:
Certified copy of articles of incorporation from the State of Wisconsin
Certificate of status in the State of Wisconsin
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Kirchman Corporation:
Certified copy of articles of incorporation from the State of Wisconsin
Certificate of status in the State of Wisconsin
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Printing for Systems, Inc.:
Certified copy of articles of incorporation from the State of Wisconsin
Certificate of status in the State of Wisconsin
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

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Metavante Payment Services AZ Corporation:
Certified copy of articles of incorporation from the State of Arizona
Certificate of good standing in the State of Arizona
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Brasfield Technology, LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

Kirchman Company LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

Metavante Acquisition Company II LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

Metavante Operations Resources Corporation:
Certified copy of certificate of incorporation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Metavante Payment Services, LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

NYCE Payments Network, LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

Prime Associates, Inc.:
Certified copy of certificate of incorporation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Valutec Card Solutions, LLC:
Certified copy of certificate of formation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Limited Liability Company Agreement
- Resolutions

VECTORsgi, Inc.:
Certified copy of certificate of incorporation from the State of Delaware
Certificate of good standing in the State of Delaware
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

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MBI Benefits, Inc.:
Certified copy of articles of incorporation from the State of Michigan
Certificate of good standing in the State of Michigan
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

TREEV LLC:
Certified copy of articles of organization from the State of Nevada
Certificate of good standing in the State of Nevada
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Operating Agreement
- Resolutions

Vicor, Inc.:
Certified copy of articles of incorporation from the State of Nevada
Certificate of good standing in the State of Nevada
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Advanced Financial Solutions, Inc.:
Certified copy of certificate of incorporation from the State of Oklahoma
Certificate of good standing in the State of Oklahoma
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Endpoint Exchange LLC:
Certified copy of articles of organization from the State of Oklahoma
Certificate of good standing in the State of Oklahoma
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- Operating Agreement
- Resolutions

GHR Systems, Inc.:
Certified copy of articles of organization from the State of Pennsylvania
Certificate of status in the State of Pennsylvania
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Link2Gov Corp.:
Certified copy of charter from the State of Tennessee
Certificate of status in the State of Tennessee
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

AdminiSource Communications, Inc.:
Certified copy of certificate of formation from the State of Texas
Certificate of good standing in the State of Texas
Certificate of Secretary as to:
- Incumbency of officers and directors
- Charter
- By-laws
- Resolutions

Schedule 6

COMPOSITE OFFICERS' CERTIFICATE RE: LEGAL OPINION

Metavante Technologies, Inc.
Metavante Corporation
Kirchman Corporation
Printing for Systems, Inc.
Metavante Payment Services AZ Corporation
Brasfield Technology, LLC
Kirchman Company LLC
Metavante Acquisition Company II LLC
Metavante Operations Resources Corporation
Metavante Payment Services, LLC
NYCE Payments Network, LLC
Prime Associates, Inc.
Valutec Card Solutions, LLC
VECTORsgi, Inc.
MBI Benefits, Inc.
TREEV LLC
Vicor, Inc.
Advanced Financial Solutions, Inc.
Endpoint Exchange LLC
GHR Systems, Inc.
Link2Gov Corp.
AdminiSource Communications, Inc.

In Support of Quarles & Brady LLP Legal Opinion dated November 1, 2007
Regarding the Credit Agreement Referred to Below

Each of the undersigned does hereby certify, with respect to each of the corporations and limited liability companies listed above (each a "Loan Party" and collectively the "Loan Parties") for which the undersigned is an officer, as set forth in paragraph 1 hereof, as follows:

1. Capacity. Norrie J. Daroga is the duly elected, qualified and acting Secretary of Metavante Corporation, Kirchman Corporation, Printing for Systems, Inc., Brasfield Technology, LLC, Metavante Acquisition Company II LLC, Metavante Operations Resources Corporation, NYCE Payments Network, LLC, Prime Associates, Inc., Valutec Card Solutions, LLC, VECTORsgi, Inc., MBI Benefits, Inc., TREEV LLC, Vicor, Inc., Advanced Financial Solutions, Inc., Endpoint Exchange LLC, GHR Systems, Inc., Link2Gov Corp., and AdminiSource Communications, Inc. Stacey A. Bruckner is the

duly elected, qualified and acting Assistant Secretary of Kirchman Company LLC, Metavante Payment Services AZ Corporation, and Metavante Payment Services, LLC. Randall J. Erickson is the duly elected, qualified and acting Vice President and Secretary of Metavante Technologies, Inc.

2. Credit Agreement. This Certificate is furnished to Quarles & Brady LLP in connection with its legal opinion, dated the date hereof (the "Legal Opinion"), delivered pursuant to the provisions of that certain Credit Agreement, dated as of November 1, 2007 (the "Credit Agreement"), among JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders ("Agent"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as Documentation Agents, Morgan Stanley Senior Funding Inc., as Syndication Agent, the Lenders from time to time party thereto ("Lenders"), Metavante Technologies, Inc. (formerly known as Metavante Holding Company), and Metavante Corporation ("Borrower"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Legal Opinion.

3. Personal Knowledge. I am familiar with the terms of the Credit Agreement, each of the other Loan Documents and the Spin, and I have personal knowledge of the matters covered by this Certificate, or I have consulted with other officers or representatives of the Loan Parties whose duties and responsibilities make them knowledgeable with respect to such matters and in whom I have confidence.

4. Material Financing Agreements. To the best of my knowledge and belief, the the documents set forth on Exhibit A attached hereto are the only financing agreements, indentures, or instruments or other contractual obligations of any of the Loan Parties which are material to the financial condition of the Loan Parties taken as a whole and which remain outstanding after the consummation of the transactions contemplated by the Credit Agreement and the Spin.

5. Consents. To the best of my knowledge and belief, no consent, approval, authorization or order of, or filing with, any United States federal governmental agency or body, State of Wisconsin state governmental agency or body, State of Arizona state governmental agency or body, State of Illinois state governmental agency or body, State of New York state governmental agency or body acting pursuant to the New York Business Corporation Law or the New York Limited Liability Company Act, or State of Delaware state governmental agency or body acting pursuant to the Delaware General Corporation Law or the Delaware Limited Liability Company Act, is required for the execution and delivery by any Loan Party of the Loan Documents to which it is a party, the borrowings by Borrower in accordance with the terms of the Loan Documents or the performance by the Loan Parties of their respective payment obligations under the Loan Documents or the granting by any Loan Party of any security interests under the Guarantee and Collateral Agreement, except (a) such as have been duly obtained or made and are in full force and effect, and (b) such filings and other actions as may be required to perfect any lien or security interest which any such agreement purports to create.

6. Actions, Suits or Proceedings. To the best of my knowledge and belief, there is no action, suit or proceeding now pending before or by any court, arbitrator or governmental agency, body or official, to which any Loan Party is a party or to which the business, assets or property of any Loan Party is subject, and there is no such action, suit or proceeding that is overtly threatened to which any Loan Party or the business, assets or property of any Loan Party would be subject, that in either case questions the validity of the Loan Documents or the Spin.

7. Investment Company Activities. To the best of my knowledge and belief:

(a) Each Loan Party is not, and it does not hold itself out as being, engaged primarily in the business of investing, reinvesting, or trading in securities and it has not proposed and does not propose to engage primarily in the business of investing, reinvesting, or trading in securities.

(b) Each Loan Party is not engaged, and has not proposed to engage, in the business of issuing "face-amount certificates of the installment type" (as defined below), and it has not been engaged in such business nor does it have any such certificate outstanding. "Face-amount certificate of the installment type" means any certificate, investment contract, or other security which represents an obligation on the part of the Company to pay a stated or determinable sum or sums to the holder of the certificate at a fixed or determinable date or dates more than twenty-four months after the date of issuance, in consideration of the payment of periodic installments of a stated or determinable amount by such holder.

(c) Each Loan Party does not own or propose to acquire "investment securities" (defined below) having a value exceeding 40 percent of the value of its total assets (exclusive of securities issued or guaranteed by the federal government and cash items) on an unconsolidated basis. "Investment securities" means all securities, including securities issued to the Company by subsidiaries, except for securities issued by (A) or guaranteed by the federal government, (B) employees' securities companies, or (C) majority-owned subsidiaries of the Company that meet the requirements set forth in this paragraph 7(c) and paragraphs 7(a) and 7(b) above.

8. Purpose of Loans. To the best of my knowledge and belief, the proceeds of the Loans to be extended under the Credit Agreement will be used solely for the purposes described in Section 4.16 of the Credit Agreement and no portion of any Loan will be used for the purpose of purchasing or carrying any "margin security" or "margin stock" (as such terms as used in Regulations T, U and X of the Board of Governors of the Federal Reserve System).

9. Mailing Addresses. To the best of my knowledge and belief, each Loan Party maintains an office at the mailing address set forth on each Financing Statement that names such Loan Party as the debtor.

10. Railroad and Utility Company Activities. To the best of my knowledge and belief, none of the Loan Parties is a railroad, public utility, or transmitting utility; a corporation or cooperative formed to furnish water, heat, power, telegraph or telecommunications services or signals by electricity; engaged in the business of transporting or transmitting gas, gasoline, oils, motor fuels or other fuels by means of pipelines; or engaged in generating and furnishing gas for lighting or fuel or both, supplying water for domestic or public use or for power or manufacturing purposes, or generating, transforming, transmitting or furnishing electric current for light, heat or power, or generating and furnishing steam or supplying hot water for heat, power or manufacturing purposes; or otherwise engaged, directly or through one or more subsidiaries, in the business of a railroad, public utility or transmitting utility.

11. Reliance. Quarles & Brady LLP may rely on this Certificate for purposes of preparing and delivering its legal opinion to the Lenders and the Agent.

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IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of November, 2007.

Metavante Corporation
Kirchman Corporation
Printing for Systems, Inc.
Brasfield Technology, LLC
Metavante Acquisition Company II LLC
Metavante Operations Resources Corporation
NYCE Payments Network, LLC
Prime Associates, Inc.
Valutec Card Solutions, LLC
VECTORsgi, Inc.
MBI Benefits, Inc.
TREEV LLC
VICOR, Inc.
Advanced Financial Solutions, Inc.
Endpoint Exchange LLC
GHR Systems, Inc.
Link2Gov Corp.
AdminiSource Communications, Inc.

By: _____
Norrie J. Daroga, Secretary
of each of the foregoing

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IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of November, 2007.

Metavante Payment Services AZ Corporation
Kirchman Company LLC
Metavante Payment Services, LLC

By: _____
Stacey A. Bruckner, Assistant Secretary
of each of the foregoing

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IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of November, 2007.

Metavante Technologies, Inc.

By: _____
Name:
Title:

EXHIBIT A

Material Financing Agreements

1. The Loan Documents

Schedule 7

Recording Offices

1. Illinois Mortgage: Office of the Recorder of Deeds for Will County, Illinois
2. Wisconsin Mortgage: Office of the Register of Deeds for Milwaukee County, Wisconsin

EXHIBIT G

FORM OF
PREPAYMENT NOTICE

Attention of [ ]
Telecopy No. [ ]

[Date]

Ladies and Gentlemen:

The undersigned, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), refers to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and the Administrative Agent. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. The Administrative Agent hereby gives notice of an offer of prepayment made by the Borrower pursuant to Section 2.11(e) of the Credit Agreement of the Prepayment Amount. Amounts applied to prepay the Term Loans shall be applied pro rata to the Term Loan held by you. The portion of the prepayment amount to be allocated to the Term Loan held by you and the date on which such prepayment will be made to you (should you elect to receive such prepayment) are set forth below:

(A) Total Term Loan Prepayment Amount _____

(B) Portion of Term Loan Prepayment Amount to be received by you _____

(C) Mandatory Prepayment Date (10 Business Days after the date of this Prepayment Option Notice) _____

IF YOU DO NOT WISH TO RECEIVE ALL OF THE TERM LOAN PREPAYMENT AMOUNT TO BE ALLOCATED TO YOU ON THE MANDATORY PREPAYMENT DATE INDICATED IN PARAGRAPH (C) ABOVE, please sign this notice in the space provided below and indicate the percentage of the Term Loan Prepayment Amount otherwise payable which you do not wish to receive. Please return this notice as so completed via telecopy to the attention of [_____] at _____, no later than [10:00] a.m., New York City time, on the Mandatory Prepayment Date, at Telecopy No. [_____]. **IF YOU DO NOT RETURN THIS NOTICE, YOU WILL RECEIVE 100% OF THE TERM LOAN PREPAYMENT ALLOCATED TO YOU ON THE MANDATORY PREPAYMENT DATE.**

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name:
Title:

_____,
(Name of Lender)

By: _____
Name:
Title:

Percentage of Prepayment Amount Declined:_____%

EXHIBIT H

FORM OF EXEMPTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. _____ (the "Non-U.S. Lender") is providing this certificate pursuant to Section 2.19(d) of the Credit Agreement. The Non-U.S. Lender hereby represents and warrants that:

1. The Non-U.S. Lender is the sole record and beneficial owner of the Loans in respect of which it is providing this certificate.

2. The Non-U.S. Lender is not a "bank" for purposes of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In this regard, the Non-U.S. Lender further represents and warrants that:

(a) the Non-U.S. Lender is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the Non-U.S. Lender has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any Governmental Authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

3. The Non-U.S. Lender is not a 10-percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

4. The Non-U.S. Lender is not a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate.

[NAME OF NON-U.S. LENDER]

By: _____
Name:
Title:

Date: _____

EXHIBIT I

[Form of Addendum]

Exhibit 4.3.2

EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

made by

METAVANTE TECHNOLOGIES, INC.,

as Holdings

METAVANTE CORPORATION,

as Borrower

and certain of its Subsidiaries

in favor of

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Dated as of November 1, 2007

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of November 1, 2007, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among METAVANTE TECHNOLOGIES, INC. ("Holdings"), METAVANTE CORPORATION (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Letter-of-Credit Rights, Money and Supporting Obligations.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest (if any) accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Specified Swap Agreement or any Specified Cash Management Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Specified Swap Agreement or any Specified Cash Management Agreement, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required (to the extent required) to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Contracts": any contract or agreement between a Grantor and any Person, or an invoice sent by such Grantor, pursuant to or under which a Receivable shall arise or be created, or which evidences a Receivable.

"Copyrights": (i) all copyrights and works of authorship arising under the laws of the United States, any other jurisdiction, country or any political subdivision thereof, in any media, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depositary institution.

"Foreign Subsidiary": any Subsidiary of the Borrower organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"Guarantor Obligations": with respect to any Guarantor, any and all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Infringement": infringement, misappropriation, dilution or other violation.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, Copyrights, Patents, Trademarks and any right under any agreement naming any Grantor as licensor or licensee grating any right under any Copyright, Patent or Trademark (including, without limitation, those listed on Schedule 6), and all rights to sue at law or in equity for any Infringement of any of the foregoing, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": all (i) letters patent of the United States, any other jurisdiction, country or any political subdivision thereof, (ii) all applications for letters patent of the United States or any other jurisdiction, country or any political subdivision thereof and (iii) reissues, continuations, continuations-in-part, divisions or extensions of the foregoing, similar legal protections related thereto, or rights to obtain the foregoing, in each case, without limitation, any of (i), (ii) or (iii) listed on Schedule 6.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary (or of a Subsidiary that is a holding company of equity interests in Foreign Subsidiaries to the extent such Subsidiary's only assets consist of equity interests in Foreign Subsidiaries) be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Registered Intellectual Property": all registrations and applications for registration of Trademarks, Patents and Copyrights.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Restricted Funds": funds held in a fiduciary capacity by the Borrower or any Loan Party for payment to a third party and any account related thereto, and any funds held in any payroll account, tax withholding account or zero-balance account.

"Secured Parties": the collective reference to the Administrative Agent, the Lenders and any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable, are owed.

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other jurisdiction, country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 6, and (ii) the right to obtain all renewals thereof.

1.2 Other Definitional Provisions. (a) The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until (i) the Commitments have been terminated and (ii) all the Borrower Obligations (other than contingent indemnity obligations with respect to unasserted claims) and the Guarantor Obligations under the guarantee contained in this Section 2 shall have been satisfied by payment in full and no Letter of Credit shall be outstanding (or have been cash collateralized or otherwise subject to arrangements reasonably acceptable to the Administrative Agent), notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Commitments have been terminated and the Borrower Obligations (other than, in each case, indemnities and other contingent obligations not then due and payable) are paid in full and no Letter of Credit shall be outstanding (or have been cash collateralized or otherwise subject to arrangements reasonably acceptable to the Administrative Agent).

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations (other than, in each case, indemnities and other contingent obligations not then due and payable) are paid in full,

no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations (other than, in each case, indemnities and other contingent Obligations not then due and payable) shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the same form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, then due in such order as set forth in the Credit Agreement or as set forth in Section 6.5 hereof (as applicable).

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may reasonably deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue

such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all Accounts;

(b) all Chattel Paper;

(c) all Contracts;

(d) all Deposit Accounts;

(e) all Documents;

(f) all Equipment;

(g) all Fixtures;

(h) all General Intangibles;

(i) all Instruments;

(j) all Intellectual Property;

(k) all Inventory;

(l) all Investment Property;

(m) all Letter-of-Credit Rights;

(n) all other property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);

(o) all books and records pertaining to the Collateral; and

(p) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in and the Collateral shall not include for any purpose any (i) Restricted Funds and any Deposit Accounts in which they are deposited; (ii) in any other property to the extent that such grant of a security interest in such other property (w) is prohibited by any Requirements of Law of a Governmental Authority, (x) requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, (y) constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law, or (z) would result in the forfeiture or voiding of a Grantors' rights in any Trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, *et seq*.); or (iii) assets subject to a certificate of title statute and other assets that require perfection through "control" as such control can be obtained pursuant to Sections 8-106(c)(2), 8-106(d)(2), 9-104, 9-106(b)(2) or 9-107 of the UCC.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns or has a right to use and transfer each item of the Collateral in which a Lien is purported to be granted hereunder free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement. For the avoidance of doubt, it is understood and

agreed that any Grantor may, as part of its business, grant licenses in the ordinary course of business to third parties to use Intellectual Property owned by, licensed to or developed by a Grantor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon timely completion of the filings and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests in all of the Collateral (except for Monies) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor (with respect to Intellectual Property, if and to the extent perfection may be achieved by making such filings and taking such other actions specified in Schedule 3) and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law.

4.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of such Grantor's chief executive office or sole place of business, as the case may be, are specified on Schedule 4. Such Grantor has furnished to the Administrative Agent a certified charter, certificate of incorporation or other organization document and long-form good standing certificate as of a date which is recent to the date hereof.

4.4 Inventory and Equipment. On the date hereof, locations at which are kept Inventory and Equipment (other than mobile goods) with a fair market value at such location in excess of $1,000,000 is set forth on Schedule 5.

4.5 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) To the best of Grantor's knowledge, each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Stock, Pledged Notes (to the extent delivered to the Administrative Agent) and any intercompany notes pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.6 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper in an amount in excess of 1,000,000 which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables with an outstanding amount in excess of $1,000,000 is a Governmental Authority.

4.7 Intellectual Property. (a) Schedule 6 lists all (i) Registered Intellectual Property owned by such Grantor in its own name on the date hereof, and (ii) all Registered Intellectual Property exclusively licensed by such Grantor as of the date hereof, noting in each case the relevant registration, application or serial number, the jurisdiction of registration or application, and, in the case of (ii), the title of the license, the counterparty to such license and the date of such license.

(b) Each Grantor owns, or is licensed or otherwise has the right to use all Intellectual Property necessary for the conduct of its business as currently conducted, free of all Liens (other than Liens permitted by Section 7.3 of the Credit Agreement), except where the failure to do so would not reasonably be expected to have a Material Adverse Effect. Each Grantor takes reasonable actions to protect, preserve and maintain such Intellectual Property that is material to the conduct of its business. On the date hereof, all material Registered Intellectual Property owned or, to the knowledge of such Grantor, exclusively licensed by each Grantor is valid and enforceable and has not expired or been abandoned.

(c) Except as set forth in Schedule 6, as of the date hereof, (i) no action or proceeding (other than office actions issued in the ordinary course of prosecution of Intellectual Property) is pending, or, to the knowledge of such Grantor, threatened or imminent, seeking to limit, cancel or challenge the validity, enforceability, ownership or use of any material Intellectual Property owned by such Grantor or such Grantor's interest therein, and (ii) no holding, decision or judgment has been rendered by any Governmental Authority or arbitrator which would limit, cancel or challenge the validity, enforceability, ownership or use of, or such Grantor's rights in, any Intellectual Property owned by such Grantor in any respect that could reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect or as set forth in Schedule 6, the use of Intellectual Property by each Grantor does not Infringe the intellectual property rights of any other Person, and, to such Grantor's knowledge, its Intellectual Property is not being Infringed by any other Person.

(d) Except as set forth on Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any material licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

4.8 Commercial Tort Claims. (a) On the date hereof, except to the extent listed in Section 3.1 above, no Grantor has rights in any Commercial Tort Claim with potential value (as reasonably determined by the Borrower) in excess of $2,500,000.

(b) Upon the filing of a financing statement covering any Commercial Tort Claim referred to in Section 5.11 hereof against such Grantor in the jurisdiction specified in Schedule 3 hereto, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase such Collateral from Grantor, which security interest shall be prior to all other Liens on such Collateral except for Liens permitted by Section 7.3(a), (b), (e), (g), (h), (r) or (t) of the Credit Agreement which have priority over the Liens on such Collateral by operation of law.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations (other than indemnities and other contingent obligations) shall have been paid in full, no Letter of Credit shall be outstanding (unless cash collateralized or subject to other arrangements reasonably acceptable to the Issuing Bank and the Administrative Agent) and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. Any Instrument, Certificated Security or Chattel Paper with a face value in excess of $1,000,000 individually or $2,500,000 in the aggregate (other than checks delivered in the ordinary course of business which will promptly be deposited for collection) shall be promptly delivered to the Administrative Agent, duly endorsed in a manner reasonably satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment in accordance with the Credit Agreement and (ii) to the extent requested by the Administrative Agent, insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other material respects to the Administrative Agent.

(c) Upon reasonable request by the Administrative Agent, the Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all material taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all material claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings would not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described, and subject to the limitations set forth in Section 4.2, and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral.

(b) Upon reasonable request by the Administrative Agent, such Grantor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property (other than Deposit Accounts, commodities accounts and securities accounts), taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

(d) Notwithstanding the foregoing, this Section 5.4 shall not apply to, and Grantors shall not be required to take any of the actions contemplated herein with respect to, (i) those assets as to which the Administrative Agent shall reasonably determine (x) that the cost of obtaining a security interest therein is excessive in relation to the value of the security to be afforded thereby and (y) in consultation with the Borrower, should be excluded, taking into account the practical operations of the Borrower's business and its client relationships, (ii) the extent prohibited by applicable law or contractual provisions and (iii) such other assets not constituting Collateral.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 10 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein: (i) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or (ii) change its legal name or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would materially adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) the occurrence of any other event which could reasonably be expected to materially and adversely effect the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), options or rights in respect of the Capital Stock of any Issuer constituting Pledged Stock, whether in addition to, in substitution of, as a conversion of, or in

exchange for, any shares of such Pledged Stock owned by such Grantor, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the same form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so reasonably requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations, giving effect to the limitation that the Obligations will not be secured by a pledge of more than 65% of the total outstanding Foreign Subsidiary Stock of any Foreign Subsidiary or of a Subsidiary that is a holding company of equity interests in Foreign Subsidiaries to the extent such Subsidiary's only assets consist of equity interests in Foreign Subsidiaries.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer (except pursuant to a transaction expressly permitted by the Credit Agreement), (ii) dispose of the Investment Property or Proceeds thereof constituting Collateral (except pursuant to a transaction expressly permitted by the Credit Agreement) or (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof constituting Collateral, or any interest therein, except for the security interests created by this Agreement or Liens expressly permitted under the Credit Agreement.

(c) In the case of each Grantor which is an Issuer of Pledged Stock, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not during an Event of Default (i) grant any extension of the time of payment of any Receivable, unless the aggregate amount of all Receivables subject to extension in any fiscal year is not in excess of $2,500,000, (ii) compromise or settle any Receivable for materially lesser amount thereof, unless the aggregate amount of all compromised or settled Receivables in any fiscal year is not in excess of $2,500,000, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, unless the aggregate amount of all such released payments in any fiscal year is not in excess of $2,500,000, (iv) allow any credit or discount whatsoever on any Receivable, unless the aggregate amount of all credits or discounts in any fiscal year is not in excess of $2,500,000 or (v) amend, supplement or modify any Receivable in any manner that could materially adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material written demand, notice or document received by it that questions the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Except as could not reasonably be expected to result in a Material Adverse Effect, such Grantor (either itself or through licensees) will (i) continue to use each material Trademark owned by such Grantor on each and every trademark class of goods or services applicable to its current business, in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past substantially the quality of products and services

offered under such Trademark, (iii) use such Trademark with all appropriate notices of registration and all other legends required by applicable Requirements of Law, (iv) not adopt or use any new mark or any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not knowingly (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not knowingly do any act, or knowingly omit to do any act, whereby it is reasonably foreseeable any material Patent owned by such Grantor may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) will not knowingly (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights owned by such Grantor may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) knowingly do any act whereby any material portion of a Copyright owned by such Grantor may fall into the public domain.

(d) Except as could not reasonably be expected to result in a Material Adverse Effect, such Grantor (either itself or through licensees) will not knowingly use any Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows that any material Registered Intellectual Property owned by such Grantor may become forfeited, abandoned or dedicated to the public (other than at the end of its statutory term), or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any similar office, court or tribunal in any country) regarding such Grantor's rights in, or the validity, enforceability, ownership or use of, any material Intellectual Property owned by such Grantor including, without limitation, such Grantor's right to register or to maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall acquire, become the exclusive licensee of, or file an application for any Registered Intellectual Property (other than Copyrights) with the United States Patent and Trademark Office or any similar office or agency in any other jurisdiction, country or any political subdivision thereof, such Grantor shall annually report such filing to the Administrative Agent within 90 days after the end of each fiscal year in which such filing occurs. Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall acquire, become the exclusive licensee of, or file an application for any Copyrights with the United States Copyright Office or any similar office or agency in any group of countries, other country or political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within 90 days after the last day of the fiscal year in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in any Registered Intellectual Property included in the Collateral.

(g) Such Grantor will take all reasonable and necessary steps, as determined in its reasonable business judgment, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other jurisdiction, country or any political subdivision thereof, to maintain and pursue each application (and to

obtain the relevant registration) and to maintain each registration of the material Registered Intellectual Property owned by such Grantor, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property owned by such Grantor is Infringed by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for Infringement to seek injunctive relief where appropriate in Grantor's reasonable business judgment and to recover any and all damages for such Infringement.

5.10 Commercial Tort Claims. (a) If the Grantors or any of them shall at any time acquire a Commercial Tort Claim such Grantor(s) shall, within a reasonable period of time, notify the Administrative Agent in writing signed by such Grantor of the brief details thereof and shall grant to the Administrative Agent and the other Lenders in writing a security interest therein and in the proceeds thereof, all on the terms of this Agreement, and in writing in form and substance reasonably satisfactory to the Administrative Agent. This Section 5.10 shall apply only to Commercial Tort Claims as to which the Grantor(s) holding any such claim has been advised by counsel engaged for the purpose of prosecuting such claim that such claim is reasonably likely to result in a judgment or negotiated settlement in excess of $1,000,000. The Grantor(s) shall have sole control of all aspects of commercial tort claims that are subject to this Section 5.10 unless and until an Event of Default has occurred and is continuing, the Obligations have been accelerated as set forth in Article 8 of the Credit Agreement and the Administrative Agent or the other Lenders have begun exercising rights with respect to other Collateral under this Agreement as set forth in Article 8 of the Credit Agreement.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection with such test verifications. At any time and from time to time after the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others reasonably satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables of the Grantors.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, and upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, curtail or terminate said authority (and shall reinstate said authority upon the cure or waiver of such Event of Default). At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent may require any payments of Receivables, when collected by any Grantor, (i) be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the same form received, duly endorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent as collateral security for the Obligations, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At any time after the occurrence and during the continuance of an Event of Default, upon the Administrative Agent's reasonable request, each Grantor shall deliver to the Administrative Agent copies of (or originals to the extent deemed necessary by the Administrative Agent) all material documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables of such Grantor, including, without limitation, copies of (or originals to the extent deemed necessary by the Administrative Agent) all orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) At any time after the occurrence and during the continuance of an Event of Default, the Administrative Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given written notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends and other distributions paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, that such rights and powers shall not be exercised in a manner that would reasonably be expected to materially and adversely affect the material rights and remedies of any of the Administrative Agent or the Lenders under this Agreement, the Credit Agreement or any other Loan Document.

(b) To the extent permitted by applicable law, if an Event of Default shall occur and be continuing and the Administrative Agent shall give written notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property (other than dividends, payments and proceeds expressly permitted by the Credit Agreement to be paid to a party other than the Administrative Agent or any other Secured Party), to hold the same as additional collateral

security for and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) the Administrative Agent may have any or all of the Investment Property constituting Collateral registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may or shall, as applicable, thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

(d) Upon the cure or waiver of any Event of Default in accordance with the Credit Agreement, the Administrative Agent shall as soon as practically reasonable (1) take such steps reasonably requested by the applicable Grantor (at the expense of the Borrower) to cause any Investment Property registered pursuant to clause (ii) of this Section 6.3(b) to be registered in the name of the original Grantor in which such Investment Property was registered prior to the Event of Default which has been cured or waived and (2) repay to each Grantor any dividends, interest, principal or other distributions held by the Administrative Agent that such Grantor would otherwise have been permitted to retain pursuant to the terms of paragraph (a) of this Section 6.3 and that were not applied to repay the Obligations.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the same form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations. The Administrative Agent

shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and the Credit Agreement and may do so at such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election. Subject to the foregoing, the Administrative Agent shall apply such proceeds in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then due and owing and remaining unpaid to the Secured Parties;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Secured Parties according to the amounts of the Obligations then held by the Secured Parties; and

Fourth, any balance remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, and upon the sending of a written notice to the Borrower of its intention to exercise remedies hereunder, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon the consummation of any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations and only after such application and after the payment by the Administrative Agent of any other amount required by any

provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

6.8 Subordination. Each Grantor hereby agrees that, upon the occurrence and during the continuance of an Event of Default, unless otherwise agreed by the Administrative Agent, all Indebtedness owing by it to any Subsidiary of the Borrower shall be fully subordinated to the indefeasible payment in full in cash of such Grantor's Obligations.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or reasonably desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do, so long as an Event of Default shall have occurred and be continuing, any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and record or have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Registered Intellectual Property owned by such Grantor throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The reasonable, documented, out-of-pocket expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the then applicable rate per annum at which interest would then be payable under the Credit Agreement on past due ABR Loans under the Revolving Facility by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the

Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Each Grantor authorizes the Administrative Agent to use the collateral description "all personal property" in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by the Administrative Agent of any financing statement with respect to the Collateral made prior to the date hereof. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be

construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent (to the same extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement).

(b) Each Guarantor agrees to pay, indemnity and hold each Lender and the Administrative Agent harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement (to the same extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement).

(c) Each Guarantor agrees to pay, indemnify, and hold each Lender and the Administrative Agent and their respective officers, directors, employees, affiliates, trustees, agents and controlling persons harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement (to the same extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement).

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and permitted assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without notice to any Grantor, any such notice being expressly waived by each Grantor to the extent permitted by applicable law, upon the occurrence and continuance of an Event of Default, to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of such Grantor. Each Lender agrees promptly to notify the relevant Grantor and the Administrative Agent after any such application made by such Lender, provided that the failure to give such notice shall not affect the validity of such application.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, pdf or e-mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan

Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 6.10 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than indemnities and other contingent obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (or have been cash collateralized or otherwise subject to arrangements reasonably acceptable to the Administrative Agent), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of (including without limitation pursuant to the designation of any Subsidiary as an Unrestricted Subsidiary) by any Grantor in a transaction permitted by the Credit Agreement, then Liens created hereby and under any other Loan Documents shall automatically and without any further action by any Person and under any other Loan Documents terminate and the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

METAVANTE TECHNOLOGIES, INC.

By: /s/ Randall J. Erickson
Name: Randall J. Erickson
Title: Vice President and Secretary

METAVANTE CORPORATION

By: /s/ Navroz J. Daroga
Name: Navroz J. Daroga
Title: Secretary

ADVANCED FINANCIAL SOLUTIONS, INC.
ADMINISOURCE COMMUNICATIONS, INC.
BRASFIELD TECHNOLOGY, INC.
ENDPOINT EXCHANGE LLC
GHR SYSTEMS, INC.
KIRCHMAN CORPORATION
LINK2GOV CORP.
MBI BENEFITS, INC.
METAVANTE ACQUISITION COMPANY II, LLC
METAVANTE OPERATIONS RESOURCES CORPORATION
NYCE PAYMENTS NETWORK, LLC
PRIME ASSOCIATES, INC.
PRINTING FOR SYSTEMS, INC.
TREEV LLC
VALUTEC CARD SOLUTIONS, LLC
VECTORSGI, INC.
VICOR, INC.

By: /s/ Navroz J. Daroga
Name: Navroz J. Daroga
Title: Secretary

KIRCHMAN COMPANY, LLC
METAVANTE PAYMENT SERVICES AZ CORPORATION
METAVANTE PAYMENT SERVICES, LLC

By: /s/ Stacey A. Bruckner
Name: Stacey A. Bruckner
Title: Assistant Secretary

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

All Guarantors:

4900 West Brown Deer Rd.
Milwaukee, Wisconsin 53223

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

Grantor	Issuer	Number of Shares / Membership Interests	Certificate No.
Metavante Holding Company, to be renamed Metavante Technologies, Inc.	Metavante Corporation	87,000,000	0002
Metavante Corporation	Metavante Operations Resources Corporation	100	1
Metavante Corporation	Metavante Investments (Mauritius) Limited	43,205,298	6
Metavante Corporation	Metavante Canada Corporation	65	C-1
Metavante Corporation	Printing for Systems, Inc.	100	1*
Metavante Corporation	Metavante Acquisition Company II LLC	100%	Uncertificated
Metavante Corporation	NYCE Payments Network, LLC	100%	Uncertificated
Metavante Corporation	Everlink Payment Services, Inc.	510	C-5
Metavante Corporation	Valutec Card Solutions, LLC	100	1*
Metavante Corporation	Metavante Payment Services, LLC	100	1
Metavante Payment Services, LLC	Metavante Payment Services AZ Corporation	10	1
Metavante Acquisition Company II LLC	AdminiSource Communications, Inc.	100	2
Metavante Acquisition Company II LLC	Kirchman Corporation	100	4
Metavante Acquisition Company II LLC	GHR Systems, Inc.	100	5
Metavante Acquisition Company II LLC	Link2Gov Corp.	100	4
Metavante Acquisition Company II LLC	MBI Benefits, Inc.	100	5

Grantor	Issuer	Number of Shares / Membership Interests	Certificate No.
Metavante Acquisition Company II LLC	Prime Associates, Inc.	320	12
Metavante Acquisition Company II LLC	Advanced Financial Solutions, Inc.	4,495	37
Metavante Acquisition Company II LLC	VECTORsgi, Inc.	1,000	3
Metavante Acquisition Company II LLC	Vicor, Inc.	100	1
Advanced Financial Solutions, Inc.	TREEV LLC	100%	Uncertificated
Advanced Financial Solutions, Inc.	Endpoint Exchange LLC	10,000	2*
GHR Systems, Inc.	GHR Systems Canada, Inc.	4,563,000	C-1
Kirchman Corporation	Brasfield Technology, LLC	100%	Uncertificated
Kirchman Corporation	Kirchman Company LLC	100	2

* Certificate is issued under prior name of Issuer.

Pledged Notes:

Grantor	Issuer of Instrument	Principal Amount of Instrument
Metavante Corporation	Printing for Systems, Inc.	$25,000,000
Metavante Acquisition Company II LLC (successor in interest to Metavante Finance Corp.)	Kirchman Corporation (f/k/a SR Acquisition Corp.)	$135,000,000
Metavante Acquisition Company II LLC (successor in interest to Metavante Finance Corp.)	NYCE Payments Network, LLC (successor by merger to Response Data Corp. f/k/a SED Acquisition Corp.	$25,000,000
Metavante Acquisition Company II LLC	NYCE Payments Network, LLC	$450,000,000
Metavante Acquisition Company II LLC	Advanced Financial Solutions, Inc.	$63,000,000
Metavante Acquisition Company II LLC	VECTORsgi, Inc.	$75,000,000
Metavante Acquisition Company II LLC	Vicor, Inc.	$50,000,000

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Grantor	Filing Office
Kirchman Corporation Metavante Corporation Printing for Systems, Inc.	Wisconsin Department of Financial Institutions
Metavante Payment Services AZ Corporation	Arizona Secretary of State
Brasfield Technology, LLC Kirchman Company LLC Metavante Acquisition Company II LLC Metavante Operations Resources Corporation Metavante Payment Services, LLC Monitise Americas, LLC NYCE Payments Network, LLC Prime Associates, Inc. Valutec Card Solutions, LLC VECTORsgi, Inc.	Delaware Secretary of State
MBI Benefits, Inc.	Michigan Department of State
TREEV LLC Vicor, Inc.	Nevada Secretary of State
Advanced Financial Solutions, Inc. Endpoint Exchange LLC	Oklahoma County Clerk’s Office
GHR Systems, Inc.	Pennsylvania Department of State
Link2Gov Corp.	Tennessee Secretary of State
AdminiSource Communications, Inc.	Texas Secretary of State

Real Estate/Fixture Filings:

Grantor	Location:	Filing Office
	Owned	
Metavante Corporation	Brown Deer Operations Center BDOC 4900 West Brown Deer Road Milwaukee, Wisconsin	Milwaukee County Register of Deeds
	Center for Advanced Product Engineering CAPE 11001 W. Lake Park Drive and adjoining vacant land Milwaukee, Wisconsin	Milwaukee County Register of Deeds
	1165 Arbor Drive Romeoville, Illinois	Will County Recorder of Deeds
Advanced Financial Solutions, Inc.	1200 Sovereign Row Oklahoma City, Oklahoma	Oklahoma County Clerk
	2412 Palmer Circle Norman, Oklahoma	Cleveland County Clerk
	Leased	
Metavante Corporation	1515 River Center Drive Milwaukee, Wisconsin 53212	Milwaukee County Register of Deeds
Metavante Corporation	5430 Data Court Ann Arbor, Michigan 48108	Washtenaw County Clerk/Register
Metavante Corporation	400 Plaza Secaucus, New Jersey 07094	Hudson County Register of Deeds
VECTORsgi Inc.	15301 Dallas Parkway Addison, Texas 75001	Dallas County Clerk
Metavante Corporation	7737 South Howell Avenue Oak Creek, Wisconsin 53154	Milwaukee County Register of Deeds
Metavante Corporation	4101 West 38th Street Sioux Falls, South Dakota 57106	Minnehaha County Register of Deeds
Metavante Corporation	10850 West Park Place Milwaukee, Wisconsin 53224	Milwaukee County Register of Deeds
Kirchman Corporation	701 East Altamonte Spring Drive Altamonte, Florida 32701	Seminole County Clerk
Kirchman Corporation	711 East Altamonte Spring Drive Altamonte, Florida 32701	Seminole County Clerk
MBI Benefits, Inc.	400 Minuteman Road Andover MA 01810	Commonwealth of Massachusetts

Grantor	Location:	Filing Office
Metavante Operations Resources Corp.	1525 Washington Street Braintree MA 02184	Norfolk County Register of Deeds
AdminiSource Communications, Inc.	1617 W. Crosby Road Suite 100 and Suite 106 Carrolton TX 75006	Dallas County Clerk
Everlink Payment Services, Inc.	65 Allstate Parkway Suite 100 Markham, Ontario Canada L3R9X1	Minister of France
Advanced Financial Solutions, Inc.	1008 24th Avenue NW Norman OK 73069	Cleveland County Clerk

Patent and Trademark Filings

File Uniform Commercial Code Filings identified above; file intellectual property security agreements with U.S. Patent & Trademark Office and U.S. Copyright Office with respect to Intellectual Property identified on Schedule 6.

Actions With Respect To Pledged Stock

Deliver all certificates, together with executed stock powers, relating to Pledged Stock.

Other Actions

Deliver all Pledged Notes, together with executed allonges.

Schedule 4

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor	Jurisdiction of Organization/Formation	Address of Chief Executive Office
AdminiSource Communications, Inc.	Texas	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Advanced Financial Solutions, Inc.	Oklahoma	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Brasfield Technology, LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Endpoint Exchange LLC	Oklahoma	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
GHR Systems, Inc.	Pennsylvania	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Kirchman Company LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Kirchman Corporation	Wisconsin	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Link2Gov Corp.	Tennessee	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
MBI Benefits, Inc.	Michigan	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Corporation	Wisconsin	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Holding Company, to be renamed Metavante Technologies, Inc.	Wisconsin	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Payment Services AZ Corporation	Arizona	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Acquisition Company II LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Operations Resources Corporation	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Metavante Payment Services, LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
NYCE Payments Network, LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223

Grantor	Jurisdiction of Organization/Formation	Address of Chief Executive Office
Prime Associates, Inc.	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Printing for Systems, Inc.	Wisconsin	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
TREEV LLC	Nevada	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Valutec Card Solutions, LLC	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
VECTORsgi, Inc.	Delaware	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223
Vicor, Inc.	Nevada	4900 West Brown Deer Rd. Milwaukee, Wisconsin 53223

Schedule 5

LOCATIONS OF INVENTORY AND EQUIPMENT

Grantor	Address/City/State/Zip Code	County
Metavante Corporation	Brown Deer Operations Center BDOC 4900 West Brown Deer Road Milwaukee, Wisconsin 53223	Milwaukee
Metavante Corporation	Center for Advanced Product Engineering CAPE 11001 West Lake Park Drive Milwaukee, Wisconsin 53224	Milwaukee
Metavante Corporation	1165 Arbor Drive Romeoville, Illinois 60446	Will
Advanced Financial Solutions, Inc.	2412 Palmer Circle Norman, Oklahoma 73069-6301	Cleveland
NYCE Payment Network LLC	400 Plaza Secaucus, New Jersey 07094	Hudson
VECTORsgi, Inc.	15301 Dallas Parkway Addison, Texas 75001	Dallas
Metavante Corporation	7737 South Howell Avenue Oak Creek, Wisconsin 53154	Milwaukee
Metavante Corporation	4101 West 38th Street Sioux Falls, South Dakota 57106	Minnehaha
MBI Benefits, Inc.	MBI-Andover 400 Minuteman Road Andover, Massachusetts 01810	Essex
Metavante Operations Resources Corporation	MOR Braintree Data Center 1525 Washington Street Braintree, Massachusetts 02184	Norfolk
AdminiSource Communications Inc.	1617 W. Crosby Road Suites 100 and 106 Carrolton, Texas 75006	Dallas

INTELLECTUAL PROPERTY

Issued Patents and Patent Applications:

See attached.

Trademark Registrations and Applications:

See attached.

Copyrights Registrations and Applications:

See attached.

Patent Licenses:

None.

Trademark Licenses:

None.

Copyright Licenses:

None.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
ADMINISOURCE COMMUNICATIONS	2,578,646	06/11/2002	AdminiSource Communications, Inc.[1]

1 Correction of clerical error in name (from AdminiSource Communications, Inc. to AdminiSource Communications Inc.) necessary.

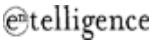
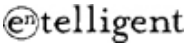
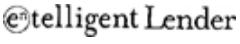
Advanced Financial Solutions, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
ADVANCED FINANCIAL SOLUTIONS	3,087,390	05/02/2006	Advanced Financial Solutions LLC[2]
AFS	3,156,481	10/17/2006	Advanced Financial Solutions LLC[3]
CHECKPORT	2,778,340	10/28/2003	Advanced Financial Solutions LLC[4]
ENDPOINT EXCHANGE	2,867,462	07/27/2004	Advanced Financial Solutions LLC[5]
DIRECT	3,136,854	08/29/2006	Advanced Financial Solutions, Inc.

Patent Title	Patent No.	Issue Date	Owner
Real time financial instrument image exchange system and method	(10/044,679)	(01/11/2002)	Advanced Financial Solutions LLC[6]
Character recognition, including method and system for processing checks with invalidated MICR lines	6,654,487	11/25/2003	Advanced Financial Solutions LLC[7]
Character recognition, including method and system for processing checks with invalidated MICR lines	7,092,561	08/15/2006	Advanced Financial Solutions LLC[8]

2 Title update (to Advanced Financial Solutions, Inc.) necessary.
3 Title update (to Advanced Financial Solutions, Inc.) necessary.
4 Title update (to Advanced Financial Solutions, Inc.) necessary.
5 Title update (to Advanced Financial Solutions, Inc.) necessary.
6 Title update (to Advanced Financial Solutions, Inc.) necessary.
7 Title update (to Advanced Financial Solutions, Inc.) necessary.
8 Title update (to Advanced Financial Solutions, Inc.) necessary.

GHR Systems, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
BROKERONESOURCE	(76/505,631)	(04/10/2003)	GHR Systems, Inc.
EN and Design	2,544,404	03/05/2002	GHR Systems, Inc.
			
ENTELLIGENCE and Design	2,544,403	03/05/2002	GHR Systems, Inc.
			
ENTELLIGENT and Design	2,677,656	01/21/2003	GHR Systems, Inc.
			
ENTELLIGENT LENDER and Design	2,677,655	01/21/2003	GHR Systems, Inc.
			
SUCCESS ORIGINATES HERE	2,964,531	07/05/2005	GHR Systems, Inc.

Patent Title	Patent No.	Issue Date	Owner
System, method and computer program product for online financial products trading	6,233,566	05/15/2001	GHR Systems, Inc.

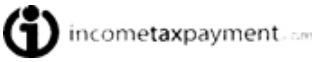
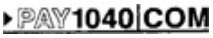
Kirchman Company LLC

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
KIRCHMAN BANKWAY	2,769,672	09/30/2003	Kirchman Company LLC
THE POP UP BANK	2,931,382	03/08/2005	Kirchman Company LLC

Copyright Title	Reg. No.	Issue Date	Owner
Dimension 3000 [computer software program]	TXu 889084	01/13/1999	Kirchman Company LLC[9]

9 Correction to chain of title gap (conversion and name change from Metavante Finance Corporation to Metavante Acquisition Company, LLC) necessary.

Link2Gov Corp.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
I INCOMETAXPAYMENT. COM and Design	(77/227,198)	(07/11/2007)	Link2Gov Corp.
			
LINK2GOV	3,052,958	01/31/2006	Link2Gov Corp.
MULTI PAY and Design	3,254,137	06/19/2007	Link2Gov Corp.
			
PAY1040	2,757,362	08/26/2003	Link2Gov Corp.
PAY1040COM and Design	2,872,356	08/10/2004	Link2Gov Corp.
			
PAYING TAXES JUST GOT A LITTLE EASIER	3,025,252	12/13/2005	Link2Gov Corp.

Copyright Title	Reg. No.	Issue Date	Owner
Business rules engineered for motor vehicle registration	TX 5439901	09/10/2001	Link2Gov Corporation[10]
Business rules for DL	TX 5541737	09/10/2001	Link2Gov Corporation[11]
Customized algorithms for financial tracking.	TX 5439900	09/10/2001	Link2Gov Corporation[12]

10 Correction of clerical error in name (from Link2Gov Corporation to Link2Gov Corp.) necessary.
11 Correction of clerical error in name (from Link2Gov Corporation to Link2Gov Corp.) necessary.
12 Correction of clerical error in name (from Link2Gov Corporation to Link2Gov Corp.) necessary.

Copyright Title	Reg. No.	Issue Date	Owner
IVR middleware	TX 5431167	09/10/2001	Link2Gov Corporation[13]

13 Correction of clerical error in name (from Link2Gov Corporation to Link2Gov Corp.) necessary.

MBI Benefits, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
FLEX CONVENIENCE	2,293,800 (Supplemental Register)	11/16/1999	Med-i-Bank, Inc.[14]
MBI	2,992,363	09/06/2005	Med-i-Bank, Inc.[15]
MBI and Design	2,992,365	09/06/2005	Med-i-Bank, Inc.[16]
			
POWERED BY MBI	2,992,361	09/06/2005	Med-i-Bank, Inc.[17]

Patent Title	Patent No.	Issue Date	Owner
System and method for distributing payments between multiple accounts	(10/756,571)	(01/13/2004)	MBI Benefits, Inc.

14 Title update (name change to MBI Benefits, Inc.) necessary.
15 Title update (name change to MBI Benefits, Inc.) necessary.
16 Title update (name change to MBI Benefits, Inc.) necessary
17 Title update (name change to MBI Benefits, Inc.) necessary.

Metavante Corporation

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
ADVISORWEB	3,025,120	12/13/2005	Metavante Corporation
BANKERINSIGHT	2,549,113	03/19/2002	Metavante Corporation
BANKWAY	(78/825,291)	(02/28/2006)	Metavante Corporation
CARDPRO	1,727,490	10/27/1992	Metavante Corporation
CARDPRO	1,906,392	07/18/1995	Metavante Corporation
CARDPRO	2,334,326	03/28/2000	Metavante Corporation
CARDPRO	2,431,921	02/27/2001	Metavante Corporation
CARDPRO CARD MANAGER	2,403,129	11/14/2000	Metavante Corporation
CONNECTWARE	(77/077,755)	(01/08/2007)	Metavante Corporation
CREATE IT DISPLAY IT PAY IT	2,876,925	08/24/2004	Metavante Corporation
CSF	2,778,873	11/04/2003	Metavante Corporation
CSF	2,778,875	11/04/2003	Metavante Corporation
CSF	2,778,876	11/04/2003	Metavante Corporation
CSF	2,778,877	11/04/2003	Metavante Corporation

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
CSF RE@LTIME	3,197,105	01/09/2007	Metavante Corporation
DESIGNERWEB	3,326,062	10/30/2007	Metavante [18]
ECRITTERS	(76/456,174)	(10/07/2002)	Metavante Corporation
ENDPOINT EXCHANGE and Design	(77/226,118)	(07/10/2007)	Metavante Corporation
			
EXACTLY WHAT YOU NEED TO KNOW ... TO GROW	2,928,981	03/01/2005	NuEdge Systems, LLC[19]
FASTEST	(77/228,187)	(07/12/2007)	Metavante Corporation
INETBILLER	2,531,158	01/22/2002	Metavante Corporation
INFOMANAGER and Design	3,285,973	08/28/2007	Metavante Corporation
			
INVESTDESK	2,977,758	07/26/2005	Metavante Corporation
JUST PAY IT	2,836,288	04/27/2004	Metavante Corporation
METAVANTE	(77/055,208)	(12/01/2006)	Metavante Corporation
METAVANTE	2,684,696	02/04/2003	Metavante Corporation
METAVANTE and Design	(77/055,463)	(12/01/2006)	Metavante Corporation

18 Correction of clerical error in name (from Metavante to Metavante Corporation) necessary.
19 Title update (merger to Metavante Corporation) necessary.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
Metavante			
MONEYLINE EXPRESS	2,243,242	05/04/1999	Metavante Corporation
NUEDGE	2,678,603	01/21/2003	NuEdge Systems, LLC[20]
POINTS2U	3,122,503	08/01/2006	Metavante Corporation
PRIME	(77/076,074)	(01/04/2007)	Metavante Corporation
PRIMEIQ	(77/075,995)	(01/04/2007)	Metavante Corporation
RETURNTRACK	3,160,598	10/17/2006	Metavante Corporation
Sail Logo	2,892,906	10/12/2004	Metavante Corporation
			
SENDPOINT	3,290,166	09/11/2007	Metavante Corporation
SMARTBALANCE	2,410,725	12/05/2000	Metavante Corporation
STATUSFACTORY	2,559,478	04/09/2002	Metavante Corporation
TOTAL BILL MANAGEMENT	3,025,704	12/13/2005	Metavante Corporation
TRUSTDESK	2,436,567	03/20/2001	Metavante Corporation
TRUSTWEB	2,915,754	01/04/2005	Metavante Corporation

20 Title update (merger to Metavante Corporation) necessary.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
WEALTHCOMPARE	3,025,482	12/13/2005	Metavante Corporation
WEALTHRM	(78/814,306)	(02/14/2006)	Metavante Corporation

Copyright Title	Reg. No.	Issue Date	Owner
CSF Designer version 5.0	TX 6125082	02/22/2005	Metavante Corporation
CSF Designer, version 4.0	TX 6189432	10/04/2004	Metavante Corporation
CSF designer: version 2.1	TX 5948325	03/08/2004	Metavante Corporation
CSF Designer: version 4.1	TX 6113433	09/23/2004	Metavante Corporation
CSF Messenger: version 2.2	TX 5895616	03/19/2004	Metavante Corporation
CSF workshop 2.3: Workshop 23 workshop.exe	TX 6029332	03/08/2004	Metavante Corporation
CSF, version 4, release 4	TX 5948322	03/12/2004	Metavante Corporation
CSF: version 4.5	TX 5950773	03/08/2004	Metavante Corporation
eCritter characters	VAu 603542	11/12/2002	Metavante Corporation
Metavante CSF communication designer 1.1	TX 5880292	03/31/2003	Metavante Corporation
Metavante CSF communication designer: version 1.0	TX 5950772	03/08/2004	Metavante Corporation

Copyright Title	Reg. No.	Issue Date	Owner
Metavante CSF communication designer: version 2.0	TX 5898555	04/09/2003	Metavante Corporation
OpenCSF 2.3.	TX 5748421	11/08/2002	Metavante Corporation

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Electronic bill presentation and payment method and system	(09/277,189)	(03/26/1999)	Metavante Corporation[21]
Electronic bill presentment and payment systems and processes	(09/543,938)	(04/06/2000)	Metavante Corporation[22]
Integrated systems for electronic bill presentment and payment	(09/751,265)	(12/29/2000)	Metavante Corporation[23]
Push model internet bill presentment and payment system and method	(09/774,863)	(01/31/2001)	Metavante Corporation[24]
Electronic bill presentment and payment system	(09/852,119)	(05/09/2001)	Metavante Corporation
Event processing and incident response system	(09/930,684)	(08/15/2001)	Metavante Corporation[25]

21 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
22 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
23 Filing and recordation of inventor assignments at the USPTO necessary.
24 Filing and recordation of inventor assignments at the USPTO necessary.
25 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Electronic bill presentment and payment system that obtains user bill information from biller web sites	(09/999,311)	(11/01/2001)	Metavante Corporation[26]
System and method for performing secure remote real-time financial transactions over a public communications infrastructure with strong authentication	(10/086,793)	03/01/2002)	Metavante Corporation
Integrated bill presentment and payment system and method of operating the same	(10/141,146)	(05/08/2002)	Metavante Corporation
Business combined bill management system and method	(10/141,244)	(05/08/2002)	Metavante Corporation[27]
Methods and systems for transferring funds	(10/210,906)	(08/02/2002)	Metavante Corporation
Multiple balance state account processing	(10/327,803)	(12/20/2002)	Metavante Corporation[28]
A document composition system and method	(10/340,428)	(01/10/2003)	Metavante Corporation
Business to business network management system and method	(10/357,433)		Metavante Corporation[29]
Bill payment payee information management system and method	(10/405,371)	(05/02/2003)	Metavante Corporation

26 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
27 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
28 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
29 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Bill payment payee information management system and method	(10/405,570)	(04/02/2003)	Metavante Corporation
Integrated payment system and method	(10/423,842)	(04/25/2003)	Metavante Corporation
E-critter game for teaching personal values and financial responsibility to a child	(10/790,600)	(03/01/2004)	Metavante Corporation[30]
Methods and systems for secure transmission of identification information over public networks	(11/067,306)	(02/25/2005)	Metavante Corporation
System and method for locking and unlocking a financial account card	(11/217,018)	(08/31/2005)	Metavante Corporation
Commitment process project management method	(11/274,757)	(11/14/2005)	Metavante Corporation
Account control method and system that allows only eligible and authorized items to be purchased using the account	(11/285,053)	(11/22/2005)	Metavante Corporation and Humana, Inc.
Disposable payment account	(11/331,844)	(01/13/2006)	Metavante Corporation
Healthcare debit card linked to healthcare-related and non-healthcare-related financial accounts	(11/364,514)	(02/28/2006)	Metavante Corporation
Predictive authorization techniques	(11/382,620)	(05/10/2006)	Metavante Corporation[31]
Methods and systems for adjudication and processing of claims	(11/396,235)	(03/21/2006)	Metavante Corporation

30 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
31 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Healthcare eligibility transactions	(11/460,208)	(07/26/2006)	Metavante Corporation[32]
Combined payment/access-control invention	(11/468,169)	(08/29/2006)	Metavante Corporation[33]
Authorization system and method	(11/494,958)	(07/28/2006)	Metavante Corporation[34]
Pressure sealed point of sale card package	(11/503,229)	(08/11/2006)	Metavante Corporation[35]
System and method for automated notification	(11/548,864)	(07/20/2006)	Metavante Corporation[36]
Methods and systems for substantiation of healthcare expenses	(11/551,559)	(10/20/2006)	Metavante Corporation[37]
Centralized EOB archiving	(11/627,113)	(01/25/2007)	Metavante Corporation[38]

32 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
33 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
34 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
35 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
36 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
37 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
38 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Medical savings accounts with investment and loan account access	(11/627,138)	(01/25/2007)	Metavante Corporation[39]
E-coupon system and method	(11/741,426)	(04/27/2007)	Metavante Corporation[40]
Payment system and method	(60/265,550)	(01/30/2001)	Metavante Corporation[41]
Realtime financial transaction notification	(10/092,262)	(03/06/2002)	Metavante Corporation[42]
Method and apparatus for storing, retrieving, and processing multi-dimensional customer transaction and associated demographic data sets in memory cells and data lists	6,182,060	01/30/2001	NuEdge Systems, LLC[43]
E-critter game for teaching personal values and financial responsibility to a child	6,729,884	05/04/2004	Metavante Corporation
Data processing technique for formatting data files subject to a high volume of changes	6,886,018	04/26/2006	Metavante Corporation
System and method for managing mail/bills through a central location	6,934,691	08/23/2005	Metavante Corporation

39 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
40 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
41 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
42 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
43 Title update (merger to Metavante Corporation) necessary. Filing and recordation of inventor assignments and release of security interest (from Metromail Corporation) at the USPTO necessary.

Patent Title	Patent (App.) No.	Issue (Filing) Date	Owner
Non-algorithmic vectored steganography	7,222,365	05/22/2007	Metavante Corporation

NYCE Payments Network, LLC

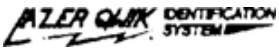
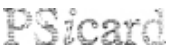
Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
DEBITALERT	(76/568,932)	(01/06/2004)	NYCE Corporation[44]
N2	3,134,070	08/22/2006	NYCE Corporation[45]
NEW YORK CASH EXCHANGE	1,373,041	11/26/1985	NYCE Corporation[46]
NYCE	1,375,051	12/10/1985	NYCE Corporation[47]
NYCE	2,333,108	03/21/2000	NYCE Corporation[48]
NYCE Design	1,505,133	09/20/1988	NYCE Corporation[49]
			
NYCE Design	1,707,197	08/11/1992	NYCE Corporation[50]
			
NYCE Design	2,333,109	03/21/2000	NYCE Corporation[51]

44 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
45 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
46 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
47 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
48 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
49 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
50 Title update (merger/name change to NYCE Payments Network, LLC) necessary.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
NYCE			
SAFEDEBIT	(76/578,585)	(03/02/2004)	NYCE Corporation[52]
SAFEDEBIT	(78/544,819)	(01/10/2005)	NYCE Corporation[53]
SUM “BUDDY” NYCE and Design	3,029,744	12/13/2005	NYCE Corporation[54]
 SUM and Design	2,391,336	10/03/2000	NYCE Corporation[55]
 SUM BUDDY	2,960,338	06/07/2005	NYCE Corporation[56]

51 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
52 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
53 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
54 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
55 Title update (merger/name change to NYCE Payments Network, LLC) necessary.
56 Title update (merger/name change to NYCE Payments Network, LLC) necessary.

Printing for Systems, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
LAZER QWIK IDENTIFICATION SYSTEM and Design	1,704,906	08/04/1992	Printing for Systems, Inc.
			
PS and Design	1,467,317	12/01/1987	Printing for Systems, Inc.
			
PSICARD Stylized	2,572,102	05/21/2002	Printing for Systems, Inc.
			
QWIK ELECT	(76/559,921)	(10/31/2003)	Printing for Systems, Inc.
THE SYSTEM IS THE DIFFERENCE	1,465,464	11/17/1987	Printing for Systems, Inc.

Patent Title	Patent No.	Issue Date	Owner
Shipping label	5,520,990	05/28/1996	Printing for Systems, Inc.
Printing system and method	7,180,617	02/20/2007	Printing for Systems, Inc.[57]

[57] Correction of error or gap in chain of title (Metavante Corporation is listed as the original assignee in the Public PAIR database, but does not appear in any of the post-issuance transactions in the USPTO Assignments database) necessary.

Treev LLC

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
DATATREEV	2,327,324	03/07/2000	Treev, LLC[58]
DOCUTREEV	2,327,323	03/07/2000	Treev, LLC[59]
OMNITREEV	2,327,326	03/07/2000	Treev, LLC[60]
TREEV	1,522,495	01/31/1989	Treev, LLC[61]
TREEV PROVEN SOLUTIONS REAL RESULTS and Design	2,912,770	12/21/2004	Treev, L.L.C.[62]
			
TREEV PROVEN SOLUTIONS REAL RESULTS and Design	3,060,211	02/21/2006	Treev, LLC[63]
			

Patent Title	Patent No.	Issue Date	Owner
Enterprise multimedia data processing system and method using scalable object-based architecture	5,720,036	02/17/1998	Treev, LLC[64]

58 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.
59 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.
60 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.
61 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.
62 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.
63 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary.

Copyright Title	Reg. No.	Issue Date	Owner
AutoTREEV 1.0	TX4957169	03/12/1999	Treev, Inc.[65]
AutoTREEV 1.0 server	TX4957043	03/12/1999	Treev, Inc.[66]
DataTREEV 1.0	TX4957018	03/12/1999	Treev, Inc.[67]
DocuTREEV 1.0	TX4957042	03/12/1999	Treev, Inc.[68]
OmniTREEV 1.0	TX4961377	03/12/1999	Treev, Inc.[69]
ETREEV	TX5136554	02/07/2000	Treev, Inc.[70]

64 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release (against a security interest granted by TREEV, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 2/26/99, recorded by the USPTO at reel/frame 9827/0745 on 3/23/99) necessary.

65 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999) necessary.

66 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999) necessary.

67 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999) necessary.

68 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999) necessary.

69 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/26/1999; recorded by the Copyright Office on 03/23/1999) necessary.

Valutec Card Solutions, LLC

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
JUMPSTART	3,078,471	04/11/2006	Valutec Card Solutions, Inc.[71]
LAUNCHBOX	3,078,472	04/11/2006	Valutec Card Solutions, Inc.[72]
VALUTEC	2,905,072	11/23/2004	Valutec Card Solutions, Inc.[73]

70 Correction of clerical error in name (from Treev, LLC to Treev LLC) necessary. Filing and recordation of a release of security interest (granted by Treev, Inc. to Greyrock Capital, a division of Nationscredit Commercial Corporation on 02/23/2000; recorded by the Copyright Office on 03/02/2000) necessary.
71 Title update (to Valutec Card Solutions, LLC) necessary.
72 Title update (to Valutec Card Solutions, LLC) necessary.
73 Title update (to Valutec Card Solutions, LLC) necessary.

VECTORsgi, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
V and Design	3,135,479	08/29/2006	VECTORsgi, Inc.
			
VECTOR	1,769,783	05/11/1993	VECTORsgi, Inc.
VECTOR:ADJUSTMENTS	1,933,692	11/07/1995	VECTORsgi, Inc.
VECTOR:ANALYSIS	1,933,691	11/07/1995	VECTORsgi, Inc.
VECTOR:CASH	2,308,618	01/18/2000	VECTORsgi, Inc.
VECTOR:CLEARING	1,933,694	11/07/1995	VECTORsgi, Inc.
VECTOR:CONNEXION	1,933,674	11/07/1995	VECTORsgi, Inc.
VECTOR:DELIVERY	2,287,445	10/19/1999	VECTORsgi, Inc.
VECTOR:FIVE	1,942,325	12/19/1995	VECTORsgi, Inc.
VECTOR:INQUIRY	1,933,669	11/07/1995	VECTORsgi, Inc.
VECTOR:KITE	1,933,670	11/07/1995	VECTORsgi, Inc.
VECTOR:MICROFILM	1,933,677	11/07/1995	VECTORsgi, Inc.
VECTOR:NOTIFICATION	1,933,676	11/07/1995	VECTORsgi, Inc.
VECTOR:PREDECISION	1,933,702	11/07/1995	VECTORsgi, Inc.
VECTOR:PRESENTMENT	1,933,701	11/07/1995	VECTORsgi, Inc.
VECTOR:RECONCILE	1,932,003	10/31/1995	VECTORsgi, Inc.
VECTOR:RETURNS	1,932,004	10/31/1995	VECTORsgi, Inc.
VECTOR:SORT	1,933,699	11/07/1995	VECTORsgi, Inc.
VECTOR:STORAGE	2,284,941	10/12/1999	VECTORsgi, Inc.
VECTOR:TRACKING	1,933,683	11/07/1995	VECTORsgi, Inc.

Patent Title	Patent No.	Issue Date	Owner
System and method for evaluating fraud suspects	(09/545,046)	(04/07/2000)	VECTORsgi, Inc.[74]
System and method for processing exception items	(09/560,745)	(04/28/2000)	VECTORsgi, Inc.[75]
Method and system for check image sorting deposits	(10/914,918)	(08/10/2004)	VECTORsgi, Inc.[76]
Method and system for verifying check images	(10/993,814)	(11/19/2004)	VECTORsgi, Inc.
Method and system for retaining MICR code format	(11/060,655)	(02/17/2005)	VECTORsgi, Inc.
System and method for embedding check data in a check image	(11/115,015)	(04/25/2005)	VECTORsgi, Inc.
System and method for processing electronic payments	(11/120,267)	(05/02/2005)	VECTORsgi, Inc.
Method and system for online communication between a check sorter and a check processing system	(11/149,776)	(06/09/2005)	VECTORsgi, Inc.
System and method for consumer opt-out of payment conversions	(11/211,012)	(08/24/2005)	VECTORsgi, Inc.
Method and system for online communication between a check sorter and a check processing system	6,608,274	08/19/2003	VECTORsgi, Inc.

74 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
75 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.
76 Filing and recordation of inventor assignments at the USPTO necessary, unless such assignments have already been filed.

Patent Title	Patent No.	Issue Date	Owner
Method and system for online communication between a check sorter and a check processing system	6,924,450	08/02/2005	VECTORsgi, Inc.
Method and system for emulating a check sorter	6,985,617	01/10/2006	VECTORsgi, Inc.
Method and system for duplicate commercial paper detection	7,028,886	04/18/2006	VECTORsgi, Inc.
Method and system for emulating a check sorter	7,177,456	02/13/2007	VECTORsgi, Inc.
Method and system for processing images for a check sorter	7,177,840	02/13/2007	VECTORsgi, Inc.
Method and system for duplicate commercial paper detection	7,178,721	02/20/2007	VECTORsgi, Inc.
Method and system for online communication between a check sorter and a check processing system	7,178,723	02/20/2007	VECTORsgi, Inc.

Vicor, Inc.

Trademark	Reg. (App.) No.	Issue (Filing) Date	Owner
RIDS	2,344,074	04/18/2000	Vicor, Inc.
VICOR	2,129,384	01/13/1998	Vicor, Inc.
VICOR	2,962,265	06/14/2005	Vicor, Inc.

COMMERCIAL TORT CLAIMS

None.

ACKNOWLEDGEMENT AND CONSENT***

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of November 1, 2007 (the "Agreement"), made by the Grantors parties thereto for the benefit of JPMORGAN CHASE BANK, N.A., as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.

3. The terms of Section 6.3(c) of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) of the Agreement.

[NAME OF ISSUER]

By: _____
Name:
Title:

Address for Notices:

_____

_____

_____

Fax:

*** This consent is necessary only with respect to any Issuer which is not also a Grantor. This consent may be modified or eliminated with respect to any Issuer that is not controlled by a Grantor. If a consent is required, its execution and delivery should be included among the conditions to the initial borrowing specified in the Credit Agreement.

Annex 1 to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 2007, made by _____ (the "Additional Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH :

WHEREAS, METAVANTE TECHNOLOGIES, INC. ("Holdings"), METAVANTE CORPORATION (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

[Supplement to Schedule 7]

Exhibit 10.1

METAVANTE

DIRECTORS DEFERRED COMPENSATION PLAN

ARTICLE I

Introduction

Metavante Holding Company (to be renamed as "Metavante Technologies, Inc) is establishing the Metavante Directors Deferred Compensation Plan effective November 1, 2007 to enable its outside Directors to defer all or any part of their compensation from the Corporation.

This document is intended to comply with the provisions of Section 409A of the Internal Revenue Code and regulations thereunder and shall be interpreted accordingly. If any provision or term of this document would be prohibited by or inconsistent with the requirements of Section 409A of the Code, then such provision or term shall be deemed to be reformed to comply with Section 409A of the Code.

ARTICLE II

Definitions and Construction

As used herein, the following words shall have the following meanings:

2.01 Account. The account maintained for each Participant pursuant to Article V below. The Participant's Account shall include such subaccounts as the Administrator deems necessary or desirable for purposes of implementing separate Distribution Elections for deferrals made in separate years and/or for purposes of implementing the Participant's Investment Election or otherwise.

2.02 Administrator. The Board of Directors of the Corporation.

2.03 Affiliate. Any corporation or other entity which directly or indirectly controls, is controlled by, or under common control with, the Corporation. Control means the ability to elect a majority of the Board of Directors of a corporation or other entity or, if there is no Board of Directors, a majority of the body which governs the entity.

2.04 Beneficiaries. Those persons designated by a Participant to receive benefits hereunder or, failing such a designation, the spouse or, if none, the estate of a Participant.

2.05 Change of Control. "Change of Control" shall have the same meaning as in the Metavante Corporation 2007 Equity Incentive Plan.

2.06 Code. The Internal Revenue Code of 1986, as amended.

2.07 Common Stock. The common stock of the Corporation.

2.08 Corporation. Metavante Holding Company (to be renamed Metavante Technologies, Inc).

2.09 Deferral Election. The election by a Participant, from time to time, to defer Fees and/or Restricted Stock Units in accordance with the provisions of this Plan.

2.10 Distribution Date. In the case of a lump sum distribution, "Distribution Date" means February 15 following the year in which Separation from Service occurs. In the case of an installment distribution, "Distribution Date" means January 1 of the year following the year in which the Participant's Separation from Service occurs.

2.11 Distribution Election(s). The election(s) by a Participant to choose the method of distribution of his Account. As described in Section 7.02(b), a Participant may have multiple Distribution Elections in effect.

2.12 Disability. A Participant shall be considered to be suffering from a Disability if the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, unable to engage in any substantial gainful activity.

2.13 Fair Market Value. The closing sale price of the Common Stock on the New York Stock Exchange as reported in the Midwest Edition of the Wall Street Journal for the applicable date; provided that, if no sales of Common Stock were made on said exchange on that date, "Fair Market Value" shall mean the closing sale price of the Common Stock as reported for the next succeeding day on which sales of Common Stock are made on said exchange, or, failing any such sales, such other market price as the Committee may determine in conformity with pertinent law.

2.14 Fees. The cash payments which would be made to the Director in the absence of a deferral election hereunder for his services as a Director of the Corporation.

2.15 Investment Election. The form filed by the Participant from time to time which designates the Participant's investment choices.

2.16 Participant. A non-employee Director of the Corporation who is eligible under Article III (such person shall be known as an "Active Participant") and any person who previously participated in the Plan.

2.17 Plan. The Metavante Directors Deferred Compensation Plan set forth herein and as amended from time to time.

2.18 Plan Year. The calendar year.

2.19 Restricted Stock Units. Restricted stock units awarded to the Director under an equity compensation plan sponsored by the Corporation.

2.20 "Separation from Service" means expiration or termination of the arrangement with the Corporation pursuant to which the Participant performed services as a director of the Corporation if such expiration or termination constitutes a good faith and complete termination of the relationship and all other independent contractor relationships the Participant has with the Corporation. A good faith and complete termination of a relationship shall not be deemed to have occurred if the Corporation anticipates a renewal of a contractual relationship or anticipates that the Participant shall become an employee of the Corporation. For this purpose, the Corporation is considered to anticipate the renewal of a contractual relationship with the Participant if it intends to contract again for the services provided under the expired arrangement, and neither the Corporation nor the Participant has eliminated the Participant as a possible provider of services under any such new arrangement. Further, the Corporation is considered to intend to contract again for the services provided under an expired arrangement if the Corporation's doing so is conditioned only upon incurring a need for the services, the availability of funds or both. The foregoing requirements are deemed satisfied if no amount will be paid to the Participant before a date at least 12 months after the day on which the arrangement expires pursuant to which the Participant performed services for the Corporation (or, in the case of more than one arrangement, all such arrangements expire) and no amount payable to the Participant on that date will be paid to the Participant if, after the expiration of the arrangement (or arrangements) and before that date, the Participant performs services for the Corporation as a director or other independent contractor or an employee).

2.21 Unforeseeable Emergency. A severe financial hardship to a Participant resulting from an illness or accident of the Participant or the Participant's spouse or dependent (as defined in Section 152(a) of the Code, without regard to Section 151 (b)(1), (b)(2) and (d)(1)(B)), loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an Unforeseeable Emergency. Finally, the need to pay for funeral expenses of a spouse or a dependent (as defined in Code Section 152(a), without regard to Section 151 (b)(1),(b)(2) and (d)(1)(B)) may also constitute an Unforeseeable Emergency. Except as otherwise provided above, the purchase of a home and the payment of college tuition are not Unforeseeable Emergencies. Whether a Participant is faced with an Unforeseeable Emergency is to be determined based on the relevant facts and circumstances of each case.

ARTICLE III

Eligibility

3.01 Conditions of Eligibility. Each non-employee Director of the Corporation becomes eligible immediately upon election as a Director.

ARTICLE IV

Deferrals and Other Contributions

4.01 Deferral Elections.

(a) Fees. A Participant may elect to defer up to 100% of his Fees for services performed during a Plan Year by completing and filing such forms as required by the Corporation prior to the first day of the Plan Year. A Participant may elect that his deferrals shall be taken either at a uniform percentage rate from each of his Fee payments during the Plan Year. Deferred Fees shall be retained by the Corporation, credited to the Participant's Account pursuant to Section 5.01 and paid in accordance with the terms and conditions of the Plan. A Director who is not already a Participant and is not already eligible to participate in any other nonqualified deferred compensation plan of the account balance type sponsored by the Corporation who becomes a Participant for the first time during a Plan Year may within 30 days after the effective date of participation make an election to defer a uniform percentage of Fees to be paid to him subsequently for services to be performed subsequent to the deferral election (not to exceed 100% of such payments).

(b) Restricted Stock Units. A Participant may elect to defer a specified percentage of Restricted Stock Units granted to him in any Plan Year (not to exceed 100% of such Restricted Stock Units) by completing and filing such forms as required by the Corporation. To be effective, the deferral election must be filed prior to the beginning of the Plan Year in which the restricted Stock Units are granted. A Director who is not already a Participant and is not already eligible to participate in any other nonqualified deferred compensation plan sponsored by the Corporation of the account balance type who becomes a Participant for the first time during a Plan Year may, within 30 days after the effective date of participation, make an election to defer a specified percentage of Restricted Stock Units granted after such election is made.

4.02 Continued Effect of Elections.

(a) Fees. A Participant's deferral election with respect to a Plan Year under Section 4.01(a) shall be irrevocable after the last date upon which it may be filed pursuant to Section 4.01(a) and shall continue in effect each subsequent Plan Year until prospectively revoked or amended in writing. For a revocation or amendment to be effective with respect to Fees for services performed during a Plan Year, it must be filed by the last date for which an effective deferral election is permitted to be filed with respect to those Fees under Section 4.01(a).

(b) Restricted Stock Unit. A Participant's deferral election under Section 4.01(b) with respect to Restricted Stock Units shall be irrevocable after the last date upon which it may be filed pursuant to Section 4.01(b) and shall continue in effect with respect to Restricted Stock Units granted in subsequent Plan Years until prospectively revoked or amended in writing. For a revocation or amendment to be effective for any Restricted Stock Units, it must be filed by the last date for which an effective deferral election is permitted to be filed with respect to those Restricted Stock Units under Section 4.01(b).

4.03 Unforeseeable Emergency. In the event that a Participant makes application for a hardship distribution under Section 7.04 and the Administrator determines that an Unforeseeable Emergency exists, all deferral elections otherwise in effect under this Article IV for the Participant and any other nonqualified deferred compensation plan of the account balance type sponsored by the Corporation shall immediately terminate upon such determination. To resume deferrals thereafter, a Participant must make an election satisfying the provisions of Section 4.01(a) and/or (b), as the case may be, as those provisions apply to someone who is already a Participant in the Plan.

ARTICLE V

Accounts and Sub-Accounts

5.01 Credits to Account. Bookkeeping amounts equal to the amounts deferred by a Participant pursuant to Article IV shall, subject to Section 5.02(b)(vii), be credited to the Participant's Account as soon as practicable after the deferred compensation would otherwise have been paid to such Participant in the absence of deferral.

5.02 Valuation of Account.

(a) The Participant's Account shall be credited or charged with deemed earnings or losses as if it were invested in accordance with paragraph (b) below.

(b) (i) The investment options available hereunder for the deemed investment of the Account shall be the Common Stock option and the other options specified in Section 5.03. However, in no event shall the Corporation be required to make any such investment in the Common Stock option or any other investment option and, to the extent such investments are made, such investments shall remain an asset of the Corporation subject to the claims of its general creditors.

(ii) On the date deferrals are credited to the Participant's Account under Section 5.01, such amounts shall be deemed to be invested in one or more of the investment options designated by the Participant for such deemed investment pursuant to Section 5.03. Once made, the Participant's investment designation shall continue in effect for existing Account balances and all future deferrals and contributions until changed by the Participant. Any such change may be prospectively elected by the Participant at the times established by the Administrator, which shall be no less frequently than semi-annually, and shall be effective only from and after the effective date of such change. Until such time as the Administrator takes action to the contrary, such changes may be elected at the times specified in Section 5.03.

(iii) A Participant's balance in the Common Stock option shall be determined as though deferrals credited to the Participant's Account allocated to that option are invested in Common Stock by purchase at the Fair Market Value price of such stock on the date the amounts are credited to the Participant's Account.

(iv) The portion of a Participant's Account invested in the Common Stock option shall be called the Metavante Stock Portion. The remaining portion of the Participant's Account is herein referred to as the General Investment Portion.

(v) The value of the Metavante Stock Portion on any particular date will be based upon the value of the shares of Common Stock which such Portion is deemed to hold on that date. Subject to subparagraph (vii) below, the shares of such stock deemed to be held in such Portion shall be credited with dividends at the time they are credited with respect to actual shares of Common Stock and such dividends shall be deemed to be used to purchase additional shares of Common Stock on the day following the crediting of such dividends at the then Fair Market Value price of such stock. Subject to subparagraph (vii) below, the Metavante Stock Portion shall also be credited from time to time with additional shares of Common Stock equal in number to the number of shares granted in any stock dividend or split to which the holder of a like number of shares of Common Stock would be entitled. All other distributions with respect to shares of Common Stock shall be similarly applied.

(vi) The valuation of the funds held in the General Investment Portion shall be accomplished in the same manner as though the deemed investments in such funds had actually been made and are valued at their fair market value price on valuation dates hereunder.

(vii) A Participant's Account shall be valued as of December 31 each year and at such other times established by the Administrator, which shall be no less frequently than quarterly. Until such time as the Administrator takes action to the contrary, such valuation shall be quarterly. The Corporation shall increase the Account of each Participant by (A) the amount, if any, of deferrals credited pursuant to Section 5.01 during any calendar quarter, and (B) any investment income or gains and decrease each Participant's Account by (A) any withdrawals or distributions from the Account during any calendar quarter and (B) any investment losses resulting as if the Account were invested pursuant to the timely-filed Investment Election in effect for such calendar quarter. For purposes of computing the investment return on the Account for any quarter, the principal balance as of the first day of the relevant quarter shall equal the balance as of the end of the preceding quarter, increased by 50% of the amounts, if any, of deferrals credited to the Account during the quarter pursuant to Section 5.01 hereof and decreased by any distributions made to the Participant or his Beneficiaries from the Account during the quarter.

(viii) All elections and designations under this Section 5.02 shall be made in accordance with procedures prescribed by the Administrator.

(ix) Notwithstanding any other provision of this Section 5.02 to the contrary, a Participant may not make any election or transaction in Common Stock at a time when (A) the Participant is in possession of any material non-public information or at a time not permitted under the Corporation's policy on insider trading or (B) not permitted under applicable law.

(c) The Corporation shall provide quarterly reports to each Participant showing (a) the value of the Account as of the most recent calendar quarter end, (b) the deferrals and contributions credited to the Participant under Section 5.01 for such quarter and (c) the amount of any investment gain or loss.

(d) Notwithstanding any other provision of this Plan that may be interpreted to the contrary, the deemed investments are to be used for measurement purposes only and shall

not be considered or construed in any manner as an actual investment of the Participant's Account balance in any investment option. In the event that the Corporation or the trustee of any grantor trust which the Corporation may choose to establish to finance some or all of its obligations hereunder, in its own discretion, decides to invest funds in any or all of such options, the Participant shall have no rights in or to such investments themselves. Without limiting the foregoing, the Participant's Account balance shall at all times be a bookkeeping entry only and shall not represent any investment made on the Participant's behalf by the Corporation or any trust; the Participant shall at all times remain an unsecured creditor of the Corporation.

5.03 Available Investment Options.

(a) Until changed by the Corporation's Board of Directors, the investment options available to Participants are (i) the Moody's A Long-Term Corporate Bond Rate (the "default option") adjusted annually to equal the average yield for the month of September of the previous year (ii) the total return of the Standard & Poor's 500 Index for the applicable quarter and (iii) Common Stock. All investment elections must be in increments of 10%. If a Participant does not file an Investment Election, the portion of the Account attributable to deferral of Fees shall be deemed to be invested in the default option and the portion attributable to deferral of Restricted Stock Units shall be invested in Common Stock. The Participant may change his Investment Election as of January 1 or July 1 in any Plan Year by delivering to the Corporation a new Investment Election at least 15 days prior to such effective date. Upon a Change of Control, the Corporation, the Administrator or any successor thereto, may not change the investment choices available to Participants hereunder without the consent of a majority of the holders of Account balances under the Plan.

ARTICLE VI

Vesting

6.01 Full Vesting. Subject to the rights of the Corporation's creditors as set forth in Section 5.02(d), the Account of a Participant, including all earnings accrued thereon, shall at all times be fully vested.

ARTICLE VII

Manner and Timing of Distribution

7.01 Payment of Benefits. After a Participant's Separation from Service the balance of the Participant's Account shall be paid to the Participant (or in the event of the Participant's death, to the Participant's Beneficiary) on the Participant's Distribution Date. Payment shall be made in a Single Sum or Installments as specified in the Participant's Distribution Election pursuant to Section 7.02:

(a) Single Sum. A single sum cash distribution of the value of the Account shall be paid on the Distribution Date.

(b) Installments. The value of the Account shall be paid in annual cash installments with the first of such installments to be paid on the Distribution Date and with

subsequent installments paid on anniversaries of the Distribution Date. Annual installments shall be paid over the number of years selected by the Participant in the Distribution Election made pursuant to Section 7.02, which number must be either 5, 10 or 15. The earnings (or losses) provided for in Article V shall continue to accrue on the balance remaining in the Account during the period of installment payments. Each annual installment shall be calculated by multiplying the value of the Account by a fraction, the numerator of which is one, and the denominator of which is the remaining number of annual payments due the Participant. By way of example, if the Participant elects a 10 year annual installment method, the first payment shall be one-tenth (1/10) of the Account balance, the following year, the payment shall be one-ninth (1/9) of the Account balance, etc. Installment Distributions from the Participant's Account shall be taken on a pro rata basis from the amounts held by his Account in each investment option which he has elected.

7.02 Distribution Election.

(a) An individual who first becomes a Participant at the beginning of a Plan Year shall, prior to his date of participation, complete a Distribution Election specifying the form of payment applicable to such Participant's Account under the Plan. Absent an election by such Participant by the effective date of participation, the Participant shall be deemed to have elected payment in the five (5) annual installment payment form. An individual who first becomes a Participant other than on the first day of a Plan Year shall, no later than 30 days after the effective date of participation, complete a Distribution Election specifying the form of payment applicable to such Participant's Account. In the event such a Participant does not make an election within such 30 day period, the Participant shall be deemed to have elected the five (5) annual installment payment form. Notwithstanding the preceding two sentences, if such Participant is already a participant in any other nonqualified plan or plans of the account balance type sponsored by the Corporation or one of it's Affiliates, the most recent distribution election with respect to any one of those plans shall be the form of payment deemed elected under this Plan, regardless of whether the individual elects or is deemed to have elected a different form of payment during that initial 30 day period, and the Distribution Date shall be the same distribution date which would apply under that other plan.

(b) Once a Participant files a Distribution Election, it shall apply to deferrals and contributions credited before a new Distribution Election is effective for Plan Years after the new Distribution Election is filed. A Participant may have multiple Distribution Elections in effect. For example, an individual who is an Active Participant in the Plan for ten Plan Years who files a new Distribution Election prior to the beginning of each Plan Year will have ten Distribution Elections in effect—one for each Plan Year he is an Active Participant. An individual who is an Active Participant for ten Plan Years who files only one Distribution Election at the commencement of Plan participation will have one Distribution Election governing all of the deferrals and contributions credited to his Account for the ten Plan Years he is an Active Participant.

(c) A Participant may change an existing Distribution Election for deferrals and contributions which have already been credited, by completing and filing a change of Distribution Election.

(d) Notwithstanding the foregoing paragraph (c), a Distribution Election changing the Participant's form of payment specified in a previously existing Distribution Election shall not be effective if the Participant has a Separation from Service within twelve months after the date on which the election change is filed with the Corporation. Any change in payment method must have the effect of delaying the commencement of payment to a date which is at least five (5) years after the initially scheduled commencement date of payment previously in effect.

(e) For purposes of compliance with Code Section 409A, a series of installment payments is designated as a single payment rather than a right to a series of separate payments. Therefore, a Participant who has elected (or is deemed to have elected) any option under Section 7.01 may substitute any other option available under Section 7.01 for the option originally selected as long as the one-year and five-year rules described in paragraph (d) are satisfied.

(f) The five-year delay rule described in paragraph (d) above does not apply if the revised payment method applies only upon the Participant's death or Disability.

7.03 Upon Death.

(a) Upon a Participant's death, any balance remaining in his Accounts shall be paid by the Corporation in accordance with his Distribution Election(s) except that such payments shall be made to the Beneficiary or Beneficiaries specified by the Participant or, if none, to his surviving spouse or, if none, to his estate. Each Participant may designate a Beneficiary or Beneficiaries to receive the unpaid balance of his Accounts upon his death and may revoke or modify such designation at any time and from time to time by submitting a beneficiary designation to the Administrator.

(b) If a Participant designates multiple Beneficiaries as either primary or contingent Beneficiaries, and one of the contingent Beneficiaries has predeceased the Participant, the deceased Beneficiary's share shall go to the Beneficiary's estate. For example, if a Participant designates his spouse as the sole primary beneficiary and his three children as equal contingent beneficiaries, and if the spouse and one child predecease the Participant, the two children would each get one-third of the distributions from the Accounts and the predeceased child's one-third share would go to his estate. The spouse's estate would be entitled to nothing.

(c) If a Beneficiary survives a Participant but dies prior to receipt of the entire amount in the Account due him, the Corporation shall make payments to the Estate of the Beneficiary in accordance with the Distribution Election. For example, if the Participant's spouse is his primary Beneficiary and his three children are his contingent Beneficiaries, and if the spouse survives the Participant such that she is receiving distributions pursuant to the terms of this Plan, but dies prior to the receipt of all distributions to which she is entitled, any remaining distributions shall be paid to the spouse's estate and not to the contingent beneficiaries.

7.04 Unforeseeable Emergencies. A partial or total distribution of the Participant's Account shall be made prior to the otherwise applicable Distribution Date upon the Participant's

request and a demonstration by the Participant of severe financial hardship as a result of an Unforeseeable Emergency. Such distribution shall be made in a single sum as soon as administratively practicable following the Administrator's determination that the foregoing requirements have been met. In any case, a distribution due to Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under Article IV. Distributions because of an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). Determinations of amounts reasonably necessary to satisfy the emergency need must take into account any additional compensation that is available because of cancellation of a deferral election under Article IV upon a payment due to an Unforeseeable Emergency. The payment may be made from any arrangement in which the Participant participates that provides for payment upon an Unforeseeable Emergency, provided that the arrangement under which the payment was made must be designated at the time of payment.

7.05 Upon a Change of Control. Notwithstanding anything to the contrary contained herein or in the Distribution Elections, a Participant's Account shall be distributed in a lump sum after the Participant's Separation from Service, but only if such Separation from Service occurs when, or within a year after, a Change of Control (which is also a "change of control" within the meaning of Code Section 409A and regulations thereunder) takes place. Such distribution shall be made no later than forty-five days after Separation from Service.

7.06 Delayed Distributions.

(a) A payment otherwise required under Sections 7.01 through 7.04 shall be delayed if the Corporation reasonably determines that the making of the payment will jeopardize the ability of the Corporation to continue as a going concern; provided, however, that payments shall be made on the earliest date on which the Corporation reasonably determines that the making of the payment will not jeopardize the ability of the Corporation to continue as a going concern.

(b) A payment otherwise required under Sections 7.01 through 7.04 shall be delayed if the Corporation reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law; provided, however, that payments shall nevertheless be made on the earliest date on which the Corporation reasonably anticipates that the making of the payment will not cause such violation. (The making of a payment that would cause inclusion in gross income or the applicability of any penalty provision or other provision of the Code is not treated as a violation of applicable law.)

(c) A payment otherwise required under Sections 7.01 through 7.04 shall be delayed upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

7.07 Inclusion in Income Under Section 409A.

Notwithstanding any other provision of this Article VII, in the event this Plan fails to satisfy the requirements of Code Section 409A and regulations thereunder with respect to any Participant, there shall be distributed to such Participant as promptly as possible after the Administrator becomes aware of such fact of noncompliance such portion of the Participant's Account balance hereunder as is included in income as a result of the failure to comply, but no more.

7.08 Domestic Relations Order.

Notwithstanding any other provision of this Article VII, payments shall be made from an account of a Participant in this Plan to such individual or individuals (other than the Participant) and at such times as are necessary to comply with a domestic relations order (as defined in Code Section 414(p)(1)(B)).

7.09 De Minimis Amounts.

Notwithstanding any other provision of this Article VII, a Participant's entire Account balance under this Plan and all other nonqualified deferred compensation plans of the account balance type sponsored by the Corporation and its affiliates shall automatically be distributed to the Participant on or before the later of December 31 of the calendar year in which occurs the Participant's Separation from Service or the 15th day of the third month following the Participant's Separation from Service if the total amount in such Account balance at the time of distribution, when aggregated with all other amounts payable to the Participant under all arrangements benefiting the Participant described in Section 1.409A-1(c) or any successor thereto, does not exceed the amount described in Code Section 402(g)(1)(B). The foregoing lump sum payment shall be made automatically and any other distribution elections otherwise applicable with respect to the individual in the absence of this provision shall not apply.

ARTICLE VIII

Administration of the Plan

8.01 Administrator. The Board of Directors shall serve as Administrator. No Board member shall vote or decide upon any matter relating solely to himself or solely to any of his rights or benefits pursuant to the Plan.

8.02 Powers and Duties. The Administrator shall administer the Plan in accordance with its terms. The Administrator shall have full and complete authority and control with respect to Plan operations and administration unless the Administrator allocates and delegates such authority or control pursuant to the procedures set forth below. Any decisions of the Administrator or its delegate shall be final and binding upon all persons dealing with the Plan or claiming any benefit under the Plan. The Administrator shall have all powers which are necessary to manage and control Plan operations and administration including, but not limited to, the following:

(a) To employ such accountants, counsel or other persons as it deems necessary or desirable in connection with Plan administration. The Corporation shall bear the costs of such services and other administrative expenses.

(b) To designate in writing persons other than the Administrator to perform any of its powers and duties hereunder.

(c) The discretionary authority to construe and interpret the Plan, including the power to construe disputed provisions.

(d) To resolve all questions arising in the administration, interpretation and application of the Plan including, but not limited to, questions as to the eligibility or the right of any person to a benefit.

(e) To adopt such rules, regulations, forms and procedures from time to time as it deems advisable and appropriate in the proper administration of the Plan.

(f) To prescribe procedures to be followed by any person in applying for distributions pursuant to the Plan and to designate the forms or documents, evidence and such other information as the Administrator may reasonably deem necessary, desirable or convenient to support an application for such distribution.

8.03 Records and Notices. The Administrator shall maintain all books of accounts, records and other data as may be necessary for proper plan administration.

8.04 Compensation and Expenses. The expenses incurred by the Administrator in the proper administration of the Plan shall be paid by the Corporation.

8.05 Limitation of Authority. The Administrator shall not add to, subtract from or modify any of the terms of the Plan, change or add to any benefits prescribed by the Plan, or waive or fail to apply any Plan requirement for benefit eligibility.

ARTICLE IX

Claims Procedure

9.01 Claims. If the Participant or the Participant's beneficiary (hereinafter referred to as "claimant") believes he is being denied any benefit to which he is entitled under this Plan for any reason, he may file a written claim with the Board. The claimant may designate an authorized representative to act on his behalf in connection with his claim.

9.02 Timing of Notification of Claim Determination. The Board shall review the claim and notify the claimant of its decision with respect to his claim within a reasonable period of time.

9.03 Board Discretion. The Board has full and complete discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and to decide any matter

presented through the claims procedure. Any final determination by the Board shall be binding on all parties and afforded the maximum deference allowed by law. If challenged in court, such determination shall not be subject to de novo review and shall not be overturned.

ARTICLE X

General Provisions

10.01 Assignment and Rights of Participant. No Participant or Beneficiary may sell, assign, transfer encumber or otherwise dispose of the right to receive payments hereunder. A Participant's rights to benefit payments under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of a Participant or a Beneficiary. No Participant or any other person shall have any interest in any fund or in any specific asset or assets of the Corporation by reason of any amounts credited to any Account hereunder, nor any right to exercise any of the rights or privileges of a stockholder with respect to any securities hypothetically credited to a Participant's Account under the Plan, nor any right to receive any distributions under the Plan except as and to the extent expressly provided in the Plan.

10.02 Notice. Any and all notices, designations or reports provided for herein shall be in writing and delivered personally or by certified mail, return receipt requested, addressed, in the case of the Corporation to the Corporate Secretary at 4900 West Brown Deer Road, Milwaukee, Wisconsin 53223-2422 and, in the case of a Participant or Beneficiary, to his home address as shown on the records of the Corporation. The addresses referenced herein may be changed by a notice delivered in accordance with the requirement of this Section 10.03.

10.03 Limitation on Liability. In no event shall the Corporation, Administrator or any employee, officer or director of the Corporation incur any liability for any act or failure to act unless such act or failure to act constitutes a lack of good faith, willful misconduct or gross negligence with respect to the Plan or the trust established in connection with the Plan.

10.04 Indemnification. The Corporation shall indemnify the Administrator and any employee, officer or director of the Corporation against all liabilities arising by reason of any act or failure to act unless such act or failure to act is due to such person's own gross negligence or willful misconduct or lack of good faith in the performance of his duties to the Plan or the trust established pursuant to the Plan. Such indemnification shall include, but not be limited to, expenses reasonably incurred in the defense of any claim, including reasonable attorney and legal fees, and amounts paid in any settlement or compromise; provided, however, that indemnification shall not occur to the extent that it is not permitted by applicable law. Indemnification shall not be deemed the exclusive remedy of any person entitled to indemnification pursuant to this section. The indemnification provided hereunder shall continue as to a person who has ceased acting as a director, officer, member, agent or employee of the Administrator or as an officer, director or employee of the Corporation and such person's rights shall inure to the benefit of his heirs and representatives.

10.05 Headings. All articles and section headings in this Plan are intended merely for convenience and shall in no way be deemed to modify or supplement the actual terms and provisions stated thereunder.

10.06 Severability. Any provision of this Plan prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof. The illegal or invalid provisions shall be fully severable and this Plan shall be construed and enforced as if the illegal or invalid provisions had never been inserted in this Plan.

10.07 Impact on Other Plans. No amounts credited to any Participant under this Plan and no amounts paid from this Plan will be taken into account when determining the amount of any payment or allocation, or for any other purpose, under any other plan of the Corporation, except as otherwise may be specifically provided by such plan.

10.08 Evidence Conclusive. The Corporation, the Board and any person or persons involved in the administration of the Plan shall be entitled to rely upon any certification, statement, or representation made or evidence furnished by any person with respect to any facts required to be determined under any of the provisions of the Plan, and shall not be liable on account of the payment of any monies or the doing of any act or failure to act in reliance thereon. Any such certification, statement, representation, or evidence, upon being duly made or furnished, shall be conclusively binding upon the person furnishing it but not upon the Corporation, the Board or any other person involved in the administration of the Plan. Nothing herein contained shall be construed to prevent any of such parties from contesting any such certification, statement, representation, or evidence or to relieve any person from the duty of submitting satisfactory proof of any fact.

10.09 Governing Law. This Plan shall be construed in accordance with the laws of the State of Wisconsin.

10.10 Construction. Words used in the masculine gender shall include the feminine and words used in the singular shall include the plural, as appropriate. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall refer to the entire Agreement, not to a particular section. All references to statutory sections shall include the section so identified as amended from time to time or any other statute of similar import.

10.11 Minor or Incompetent Payees. If a person to whom a benefit is payable is a minor or is otherwise incompetent by reason of a physical or mental disability, the Administrator may cause the payments due to such person to be made to another person for the first person’s benefit without any responsibility to see to the application of such payment. Such payments shall operate as a complete discharge of the obligations to such person under the Plan.

10.12 Assignability by Corporation. The Corporation shall have the right to assign all of its right, title and obligation in and under this Plan upon a merger or consolidation in which the Corporation is not the surviving entity or to the purchaser of substantially its entire business or assets or the business or assets pertaining to a major product line, provided such assignee or purchaser assumes and agrees to perform after the effective date of such assignment all of the terms, conditions and provisions imposed by this Plan upon the Corporation. Upon such assignment, all of the rights, as well as all obligations, of the Corporation under this Plan shall thereupon cease and terminate.

10.13 Unsecured Claim; Grantor Trust.

(a) The right of a Participant to receive payment hereunder shall be an unsecured claim against the general assets of the Corporation, and no provisions contained herein, nor any action taken hereunder shall be construed to give any individual at any time a security interest in any asset of the Corporation, of any affiliated corporation, or of the stockholders of the Corporation. The liabilities of the Corporation to a Participant hereunder shall be those of a debtor pursuant to such contractual obligations as are created hereunder and to the extent any person acquires a right to receive payment from the Corporation hereunder, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

(b) The Corporation may establish a grantor trust (but shall not be required to do so) to which the Corporation may in its discretion contribute (subject to the claims of the general creditors of the Corporation) the amounts credited to the Account. If a grantor trust is so established, payment by the trust of the amounts due the Participant or his Beneficiary hereunder shall be considered a payment by the Corporation for purposes of this Plan.

ARTICLE XI

In General

11.01 Termination and Amendment. The Board of Directors of the Corporation may at any time terminate, suspend, alter or amend this Plan so long as such actions do not contravene the requirements of Section 409A of the Code. No Participant or any other person shall have any right, title, interest or claim against the Corporation, its directors, officers or employees for any amounts, except that (i) no amendment shall eliminate the crediting of an investment return on the General Investment Portion prior to the complete distribution thereof without the consent of the Participant and (ii) subsequent to a Change of Control, unless a majority of the holders of Account balances agree to the contrary, the Corporation or the Administrator may not alter (a) the choice of investments in the Investment Election as in effect immediately before the Change of Control or (b) the payment options contained in the Distribution Elections as in effect immediately before the Change of Control. Notwithstanding the foregoing, the Board of Directors of the Corporation may make any amendment necessary in order to avoid penalties under Section 409A of the Code, even if such amendment is detrimental to Participants.

11.02 Termination Permitting Lump Sum Payment. If the Corporation terminates the Plan and if the termination is of the type permitting lump sum distribution described in regulations issued by the Internal Revenue Service pursuant to Code Section 409A, then the Corporation shall distribute the then existing Account balances of Participants and beneficiaries in a lump sum within the time period specified in such regulations and, following such distribution, there shall be no further obligation to any Participant or beneficiary under this Plan. However, if the termination is not of the type described in such regulations permitting lump sum distribution, then following Plan termination Participants' Accounts shall be paid at such time and in such form as provided under Article VII of the Plan.

Exhibit 10.2

METAVANTE TECHNOLOGIES, INC.
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is dated as of the 1st day of November, 2007 by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) ("**Metavante Technologies**"), a Wisconsin corporation, and FRANK R. MARTIRE (the "**Executive**").

PREMISES

Pursuant to an agreement (the "**Separation Agreement**") between Metavante Corporation, Metavante Technologies, Marshall & Ilsley Corporation, a Wisconsin corporation and New M&I Corporation, a Wisconsin Corporation, dated April 3, 2007, Metavante Technologies will become a separate public company and will become the parent of Metavante Corporation.

Metavante Technologies wishes to assure itself of the services of the Executive for the period after the date the separation (the "**Separation**") of Metavante Technologies into a separate public company is effective (the "**Effective Date**") and the Executive is willing to be employed by Metavante Technologies upon the terms and conditions provided in this Agreement following the Effective Date.

AGREEMENTS

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, Metavante Technologies and the Executive (individually, a "**Party**" and together, the "**Parties**") agree as follows:

1. Employment. Metavante Technologies hereby agrees to employ the Executive, and the Executive hereby agrees to serve Metavante Technologies, on the terms and conditions set forth herein from and after the Effective Date. If the Separation does not occur on or prior to April 4, 2008 this Agreement shall be null and void.

2. Term. Except as provided below, the term of this Agreement shall begin on the Effective Date and shall continue until the third anniversary of the Effective Date unless earlier terminated pursuant to Section 10 below (the "**Initial Term of Employment**"). If neither party has (a) terminated this Agreement pursuant to Section 10 below, or (b) given notice not less than sixty (60) days prior to the end of the Initial Term of Employment or any Renewal Term of its intention not to renew the term of this Agreement, then the term of this Agreement shall continue for successive one-year periods (each, a "**Renewal Term**") after the end of the Initial Term of Employment and each Renewal Term (such Renewal Terms together with the Initial Term of Employment, the "**Term of Employment**"). The Term of Employment shall automatically end upon termination of the Executive's employment for any reason. Upon the Executive's termination of employment with Metavante Technologies for any reason, he shall immediately resign all offices and positions (including directorships) with Metavante Technologies or any of its subsidiaries or affiliates (collectively, the "**Affiliates**").

3. Position and Duties.

(a) The Executive shall serve as the President and Chief Executive Officer of Metavante Technologies, and shall perform all duties customarily attendant to such position and such other duties as may reasonably be assigned from time to time by the Board of Directors (the "**Board**") of Metavante Technologies, in each case, in accordance with company policy as set forth from time to time by the Board and subject to the terms hereof. At the request of Metavante Technologies, Executive will also serve as an officer and/or member of the board of directors of any Affiliate, without additional compensation.

(b) The Executive agrees to devote all of his business attention and time to the performance of his duties and responsibilities hereunder during the Term of Employment and to use his reasonable best efforts to perform faithfully, effectively and efficiently his responsibilities and obligations hereunder, provided that if such service and activities do not interfere with the performance of the Executive's responsibilities hereunder or the conduct of the ordinary course of the business of Metavante Technologies or its Affiliates, the Executive may take reasonable amounts of time to engage in additional activities in connection with personal investments and community activities, and may serve as a member of the board of directors of up to two public companies which do not compete with Metavante Technologies, provided that such service on any particular board of directors shall be subject to the consent of the Board of Directors, such consent not to be unreasonably withheld.

4. Base Salary. During the Term of Employment, the Executive shall receive from Metavante Technologies a base salary at an annual rate of Six Hundred Seventy-Five Thousand Dollars ($675,000) per year (such annual rate of compensation, as it may be increased from time to time, is referred to herein as the "**Base Salary**"), payable in accordance with the regular payroll practices of Metavante Technologies. Executive's Base Salary shall be subject to annual review for increase by the Compensation Committee of the Board (the "**Compensation Committee**") during the Term of Employment.

5. Annual Bonus. During the Term of Employment, the Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**"). With respect to fiscal year 2008 and subsequent fiscal years, Executive's target Annual Bonus will be equal to 100% of Executive's Base Salary (the "**Target Annual Bonus**") with the actual Annual Bonus equal to between 0% and 200% of Executive's Base Salary based on actual performance. The Annual Bonus shall be determined and awarded in the discretion of the Compensation Committee based on the achievement of performance objectives for the applicable year. Unless the Executive is employed on the applicable payment date for annual bonuses, the Executive will not be entitled to receive the Annual Bonus for the applicable year (subject to Section 10 of this Agreement).

6. Long Term Incentive Compensation. Any Metavante Corporation Long Term Incentive Plan awards previously granted to Executive shall continue in effect in accordance with the terms of such Plan and awards, modified as provided in the Employee Matters Agreement between Metavante Technologies, Metavante Corporation, Marshall & Ilsley Corporation and New M&I Corporation dated April 3, 2007, as amended (the "**Employee Matters Agreement**"). For 2008 and subsequent years, Executive will be eligible to participate in any long term incentive compensation plans established for the senior executive officers of Metavante Technologies; provided however, that Metavante Technologies shall be under no obligation to establish such a plan.

7. Equity Compensation. Options with respect to Marshall & Ilsley Corporation held by Executive prior to the Separation shall be converted at the time of the Separation into options with respect to Metavante Technologies granted under the Metavante 2007 Equity Incentive Plan (the "**Metavante Equity Incentive Plan**") in accordance with the Employee Matters Agreement. Subject to the approval of the Compensation Committee, Executive will also receive a grant of options with respect to 750,000 shares of Metavante Technologies common stock from the Metavante Equity Incentive Plan shortly following the Separation, and such options will vest in accordance with the terms of the applicable award agreement. Executive shall be entitled to participate in the Metavante Equity Incentive Plan for 2008 and subsequent years, with future awards, if any, determined in the discretion of the Compensation Committee consistent with the terms of the Metavante Equity Incentive Plan.

8. Perquisites and Expense Reimbursement. Executive shall receive such perquisites as are provided by Metavante Technologies to its senior executive officers. Metavante Technologies shall reimburse the Executive for all reasonable out-of-pocket business expenses incurred by the Executive in performing services under this Agreement in accordance with Metavante Technologies' expense reimbursement policy, upon submission of such accounts and records as may be required under Metavante Technologies policy.

9. Benefit Plans and Programs.

(a) Benefit Plans. Executive shall generally be eligible to participate in all qualified and nonqualified retirement plans and all health and welfare benefit plans as are made generally available for the participation of senior executives of Metavante Technologies ("**Benefit Plans**"), in accordance with the respective terms of such Benefit Plans.

(b) Vacation. Executive shall be entitled to paid vacation from his duties under this Agreement in accordance with the vacation policy of Metavante Technologies for senior executives of Metavante Technologies.

(c) Retiree Health. Notwithstanding whether Separation occurs on or prior to April 4, 2008 and Section 21 hereof, upon termination of employment at any time for any reason other than Cause, Executive shall be entitled to access to retiree health coverage from Metavante Technologies, if any, on the same terms and conditions as if Executive had satisfied the minimum age and service conditions for such coverage as of the Effective Date, provided however, that Executive shall pay the entire premium (including any administrative costs) for such coverage unless Executive qualifies for a subsidy based on his actual age and actual service with Metavante Technologies, it being understood that this Section 9(c) shall cease to apply in the event that Metavante Technologies no longer provides such coverage.

10. Termination of Employment.

(a) Termination of Employment. This Agreement shall terminate upon the earliest of (i) the Executive's death or Disability, (ii) the date set forth in a written notice by the Executive to Metavante Technologies that the Executive is terminating Executive's

employment, or (iii) such date as set forth in a written notice by Metavante Technologies to Executive that Metavante Technologies is terminating Executive's employment (whether for Cause or without Cause).

(b) Definitions.

(i) "Cause" shall mean:

(A) the Executive's conviction of, or a plea of guilty or nolo contendere to, a felony or other crime (except for misdemeanors which are not materially injurious to, or to the business reputation of, Metavante Technologies or an Affiliate);

(B) Executive's willful refusal to perform in any material respect the Executive's duties and responsibilities for Metavante Technologies or an Affiliate or failure of the Executive to comply in any material respect with the polices and procedures of Metavante Technologies or an Affiliate at which Executive serves as an officer and/or director;

(C) fraud or other illegal conduct in the Executive's performance of duties for Metavante Technologies or an Affiliate; or

(D) any conduct by the Executive which is materially injurious to Metavante Technologies or an Affiliate or materially injurious to the business reputation of Metavante Technologies or an Affiliate.

Prior to termination of the Executive for Cause pursuant to Sections 10(b)(i)(B), 10(b)(i)(C) or 10(b)(i)(D) of this Agreement, the Executive will be provided with written notice from Metavante Technologies describing in detail the conduct forming the basis for the alleged Cause and to the extent curable, a reasonable opportunity (of not less than 10 days) to cure such conduct before the Company may terminate for Cause. Any termination for "Cause" will not limit any other right or remedy Metavante Technologies may have under this Agreement or otherwise.

(ii) "Good Reason" shall mean:

(A) any reduction in the Executive's Base Salary or the Executive's Target Annual Bonus;

(B) the relocation of the offices at which the Executive is principally employed to a location which is more than 30 miles from the location of the offices at which the Executive is principally employed as of the Effective Date (provided, that travel in the ordinary course of performing Executive's duties hereunder shall not be deemed to be a relocation of the office at which the Executive is principally employed);

(C) a material diminution of the Executive's title from his title on the Effective Date;

(D) if Executive is or becomes a Director of Metavante Technologies, removal of the Executive as such a Director or failure to re-elect Executive as such a Director;

(E) if Executive is not named Chairman of the Board of Directors of Metavante Technologies by the 18-month anniversary of the Effective Date;

(F) removal of the Executive from the Executive Committee of Metavante Technologies;

(G) Metavante Technologies' non-renewal of the Term of Employment as provided for in Section 2 of this Agreement; or

(H) A material breach of a material provision of this Agreement by Metavante Technologies.

Prior to the Executive's termination for Good Reason, Executive will provide Metavante Technologies with written notice describing in detail the conduct forming the basis for the alleged Good Reason and Metavante Technologies shall have a reasonable period (of not less than 10 days) to cure such conduct before Executive may terminate for Good Reason. Any termination for "Good Reason" will not limit any other right or remedy Executive may have under this Agreement or otherwise.

(c) Termination due to Disability, Termination by Metavante Technologies for Cause or by the Executive without Good Reason. If the Executive's employment is terminated as a result of the Executive's Disability, or if Executive's employment is terminated by Metavante Technologies for Cause or by the Executive without Good Reason, then the Executive, or his estate or designated beneficiaries, shall be entitled to receive only:

(i) any Base Salary earned but not yet paid through the date of Executive's death, Disability or termination;

(ii) reimbursement in accordance with this Agreement of any business expense incurred by the Executive but not yet reimbursed; and

(iii) other benefits accrued and earned (including unused vacation) by the Executive through the date of Executive's Disability or termination in accordance with applicable plans and programs of Metavante Technologies.

For purposes of this Agreement "Disability" shall mean the absence of Executive from Executive's duties on a full-time basis for at least 90 out of one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative (such acceptance not to be unreasonably withheld), provided that if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term of Employment, it may give to Executive written notice in accordance with Section 24 of

this Agreement of its intention to terminate Executive's employment. In such event, Executive's employment shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive, provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(d) Termination by Metavante Technologies without Cause or by the Executive with Good Reason. If, during the Term of Employment, the Executive's employment is terminated by Metavante Technologies without Cause, or by the Executive with Good Reason, the Executive shall be entitled to receive only:

(i) any payments and benefits described in Section 10(c)(i) through 10(c)(iii) above, as well as any accrued but unpaid annual bonuses for fiscal years already completed;

(ii) as a severance payment, a lump sum cash payment payable six (6) months after Executive's termination equal to the product of (A) two multiplied by (B) the sum of: (I) Executive's annual Base Salary at the time of the Executive's termination and (II) Executive's target Annual Bonus for the year of the Executive's termination;

(iii) The pro rata portion of Executive's Annual Bonus which would have been paid to Executive for the year of termination based on actual performance as determined in the discretion of the Compensation Committee (which determination shall be made on a basis consistent with those determinations made for then-current members of the Executive Committee of Metavante Technologies), payable at such time as annual bonuses are otherwise paid to active employees of Metavante Technologies.

(iv) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, accelerated vesting in all time-based vesting awards under the Metavante Equity Incentive Plan that would have become vested within one (1) year of Executive's termination;

(v) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, to the extent that Executive's termination occurs within one year prior to the conclusion of a performance-based vesting cycle for a performance-based award under the Metavante Equity Incentive Plan, such award shall remain eligible for vesting based on actual performance (determined at the end of such cycle), provided that such eligibility for vesting shall be limited to a pro-rated portion of such award (based on Executive's period of service during the applicable performance period);

(vi) Continuation of benefits under all plans which are welfare benefit plans for a period of 24 months, provided however that if Executive obtains subsequent employment providing welfare benefits, Metavante Technologies' obligation to provide welfare benefits shall cease; and

(vii) Outplacement services from a provider selected by Executive at a cost to Metavante Technologies which shall not exceed $25,000.

(e) Termination Due to Death. If the Executive's employment is terminated as a result of the Executive's death, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that Metavante Technologies shall provide any payments described in Section 10(c)(i) through Section 10(c)(iii) above with such payments being made to Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days after the date of death. In addition, Executive's estate or beneficiary, as applicable, shall receive six months of Annual Base Salary which shall be paid on a monthly basis over the six month period following the month of the Executive's death. In addition, "other benefits" shall be provided following the Executive's death which shall be benefits for Executive's family at least equal to the most favorable benefits provided by Metavante Technologies to surviving families of peer executives of Metavante Technologies and its affiliates under such plans, programs, practice and policies relating to family death benefits, if any, as in effect with respect to such peer executives and their families at any time during the 12 month period ending on the date of the Executive's death.

(f) Limitations. Notwithstanding any other provision of Section 10(c) or (d)(vi) to the contrary, (i) to the extent any benefits provided pursuant to Section 10(d)(vi) or "other benefits" provided pursuant to Section 10(c) during the first six months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of the regulations under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**")), Executive shall pay the cost of such coverage during the first six months following termination and shall be reimbursed for the cost of such coverage six months after Executive's termination; and (ii) severance payments pursuant to Section 10(d) are conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems reasonably necessary for purposes of ensuring its enforceability or to comply with applicable law). Notwithstanding any other provision of this Section 10 to the contrary, including the preceding sentence, if the provision of any medical benefits coverage pursuant to this Section 10 would be discriminatory within the meaning of Section 105(h) of the Internal Revenue Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of such coverage and Executive (or his survivors, as the case may be) shall not be reimbursed by Metavante Technologies for doing so.

(g) Nonduplication of Payments. In the event that the Executive receives payments and benefits pursuant to Section 10 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any Affiliate, provided that once a "Change of Control" has occurred as defined in the Executive's Change of Control Agreement, this Agreement shall cease to be of any force and effect, and, instead, any payments Executive may be entitled to as a result of termination of employment shall be paid under Executive's Change of Control Agreement.

(h) 409A. In order to facilitate compliance with Section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted under Section 409A of the Code.

11. Representation and Warranties/Noncompetition and Nonsolicitation.

(a) Acknowledgement by Executive. The Executive acknowledges and agrees that the contacts and relationships of Metavante Technologies and its Affiliates with its customers, suppliers, licensors and other business relations are, and have been, established and maintained at great expense and provide Metavante Technologies and its Affiliates with a substantial competitive advantage in conducting their business. The Executive acknowledges and agrees that by virtue of the Executive's employment with Metavante Technologies, the Executive will have unique and extensive exposure to and personal contact with customers, suppliers, licensors and other business relations of Metavante Technologies and its Affiliates, and that Executive will be able to establish a unique relationship with those persons that will enable Executive, both during and after employment, to unfairly compete with Metavante Technologies and its Affiliates. Executive acknowledges that Metavante Technologies and/or its Affiliates markets and sells products and services to customers throughout the United States and in Canada, that Executive's job duties will include the entire United States and Canada and could be expanded to cover other markets outside the United States and Canada, and that the Confidential Information (as defined in the Employee Confidentiality and Property Agreement) of Metavante Technologies and/or its Affiliates and Executive's customer knowledge and relationships would be of value to a competitor in competing against Metavante Technologies and/or its Affiliates anywhere in the United States and in Canada and in any other markets outside the United States and Canada into which Metavante Technologies and/or one of its Affiliates may expand its activities. Furthermore, the Parties agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of the business, trade secrets and Confidential Information of Metavante Technologies and its Affiliates and to prevent great damage or loss to Metavante Technologies and its Affiliates as a result of action taken by the Executive. The Executive also acknowledges and agrees that the consideration provided for herein is sufficient to fully and adequately compensate the Executive for agreeing to such restrictions.

(b) Non-Competition. During the period commencing on the Effective Date and ending on the one-year anniversary of termination of the Executive's employment for any reason (the "**Restricted Period**"), Executive will not (i) in any capacity, directly or indirectly, participate in, provide assistance to, or have a financial or other interest in any activity or other enterprise which competes with Metavante Technologies or any of its Affiliates or (ii). accept employment with, or consult with, or otherwise provide any services to, any person or entity (including one in which Executive has an ownership interest) that competes with Metavante Technologies and/or any of its Affiliates in any capacity in any portion of the Territory, as defined herein. Notwithstanding the foregoing, it shall not be a violation of this Section 11(b) for the Executive to join a commercial enterprise with multiple divisions or business lines if the division or business line that is competitive with the businesses of Metavante Technologies or any of its Affiliates provides less than 5% of such commercial enterprise's net revenues and sales for its most recently completed fiscal year, and the Executive has no direct involvement with (including oversight), and performs no functions on behalf of the division or business line that is competitive with the businesses of Metavante Technologies or any of its

Affiliates. The passive ownership of less than a 5% interest in a corporation whose shares are traded in a recognized stock exchange or traded in the over-the-counter market, even though that corporation may be a competitor of Metavante Technologies or any of its Affiliates, shall not be deemed to violate the restriction in the immediately preceding sentence. "Territory" shall be limited to the United States and Canada and unless Metavante Technologies and/or any of its Affiliates, at the time of termination of Executive's employment, is selling and marketing its products and/or services in markets outside the United States and Canada and Executive's job duties involve any of those markets, in which case "Territory" shall include the United States and Canada plus any other geographic market with respect to which Executive has job duties as of the date of termination of employment with Metavante Technologies and/or any of its Affiliates. If Executive is considering taking a position to work for, or consult with, a person or entity that competes with Metavante Technologies and/or any of its Affiliates, and Executive provides the details of the position, then within fourteen (14) days of receipt of all necessary information, Metavante Technologies will advise Executive whether it considers that position to be a breach of this Agreement.

(c) Non-Solicitation. During the Restricted Period, the Executive shall not directly or indirectly (i) induce or attempt to induce any employee or independent contractor of Metavante Technologies or any Affiliate to leave Metavante Technologies or such Affiliate, or in any way interfere with the relationship between Metavante Technologies or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, (ii) hire any person who was an employee or independent contractor of Metavante Technologies or any Affiliate until twelve (12) months after such individual's relationship with Metavante Technologies or such Affiliate has been terminated or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of Metavante Technologies or any Affiliate to cease doing business with Metavante Technologies or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and Metavante Technologies or any Affiliate, on the other hand.

12. Return of Property. All equipment, books, records, papers, notes, catalogs, compilations of information, data bases, correspondence, recordings, stored data (including data or files that exist on any personal computer), software, and any other physical items, including copies and duplicates, that Executive generates or develops or which come into Executive's possession or control during employment with Metavante Technologies, whether of a public nature or not, shall be and remain the property of Metavante Technologies, and Executive shall deliver all such materials and items, and any and all copies of them, to Metavante Technologies upon termination of employment.

13. Employee Confidentiality and Property Agreement. As a condition of Executive's employment hereunder, Executive shall execute and deliver to Metavante Technologies on the date hereof an Employee Confidentiality and Property Agreement in the form attached hereto as Exhibit B to the extent that Executive does not already have such an agreement in effect covering Executive's employment with Metavante Technologies.

14. Common and Statutory Law of Torts and Trade Secrets. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Executive or Metavante Technologies and its Affiliates broader protection than that provided herein.

15. Specific Performance. The Executive re-affirms Section 11(a) and further acknowledges and agrees that the terms of Sections 11, 12 and 13: (i) are reasonable in light of all of the circumstances, (ii) are sufficiently limited to protect the legitimate interests of the Company, (iii) impose no undue hardship on the Executive and (iv) are not injurious to the public. The Executive further acknowledges and agrees that irreparable injury to Metavante Technologies may result in the event the Executive breaches any covenant or agreement contained in Section 11 or the Employee Confidentiality and Property Agreement and that the remedy at law for the breach of any such covenant will be inadequate. Therefore, if the Executive engages in any act in violation of the provisions of Section 11 or the Employee Confidentiality and Property Agreement (or threatens to engage in any act in violation of such provisions), the Executive agrees that Metavante Technologies shall be entitled, in addition to such other remedies and damages as may be available to it by law (including money damages) or under this Agreement, to temporary and permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage, in addition to, and not in lieu of, such other remedies as may be available to the Metavante Technologies for such breach, including the recovery of money damages.

16. Withholding Taxes. All payments to the Executive or his beneficiary hereunder, including, without limitation, Base Salary and Annual Bonuses, shall be subject to withholding on account of federal, state and local taxes as required by law, and other customary or required deductions. If any payment hereunder is insufficient to provide the amount of such taxes required to be withheld, Metavante Technologies may withhold such taxes from any other payment due the Executive or his beneficiary.

17. Assignability; Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, testamentary trustees, devisees, or legatees, by operation of law or otherwise (in the case of the Executive) and permitted assigns. No rights or obligations of Metavante Technologies under this Agreement may be assigned or transferred by Metavante Technologies except that such rights or obligations may be assigned or transferred pursuant to (a) a merger or consolidation in which Metavante Technologies is not the surviving entity or (b) a sale or liquidation of all or substantially all of the assets of Metavante Technologies. No obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than by operation of law. No third party shall be deemed to be a beneficiary of this Agreement, except for Affiliates of Metavante Technologies.

18. Entire Agreement. This Agreement, the Executive's Change of Control Agreement and the Employee Confidentiality and Property Agreement, shall be deemed to contain the entire understanding and agreement between the Parties concerning the subject matter hereof and shall supersede any other prior agreements, negotiations, or commitments, whether written or oral, between the Parties concerning the subject matter hereof; and all such other agreements, negotiations, commitments and writings will have no further force or effect, and the Parties to any such other agreement, negotiation, commitment or writing will have no further rights or obligations thereunder.

19. Amendment. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both the Executive and an authorized officer of Metavante Technologies. In the event of any conflict between the terms of this Agreement and any provision or policy set forth in any of Metavante Technologies' employee manuals, handbooks or other written materials, this Agreement shall be deemed to control. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement, including Exhibits A and B, to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of Metavante Technologies, as the case may be.

20. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in Section 11 of this Agreement or in the Employee Confidentiality and Property Agreement are held to be unreasonable, illegal, void, unenforceable or against public policy, such covenants shall be considered divisible with respect to duration, matter, and geographic area, and any court so holding shall reduce the duration, matter, and/or geographic area of such covenants, and in such reduced form such covenants shall be enforceable and shall be enforced.

21. Survival. Except in a termination pursuant to Section 1 due to the Separation not occurring on or prior to April 4, 2008 (in which case no rights or obligations survive) the rights and obligations of the parties under Sections 9(c) and 10-24 shall survive any termination of this Agreement.

22. Directors and Officers Liability Coverage; Indemnification. To the extent that Metavante Technologies obtains coverage under a directors and officers liability insurance policy, the Executive will be entitled to such coverage on a basis that is no less favorable than the coverage provided to any other officer or director, as applicable, of Metavante Technologies. Metavante Technologies shall indemnify and hold Executive harmless, to the fullest extent permitted by applicable law for acts taken within the scope of his employment. The provisions of this Section 22 shall not be deemed exclusive of any other rights to which the Executive seeking indemnification may have under any by-law, agreement, vote of stockholders or directors, or otherwise. The provisions of this Section 22 shall survive the termination of this Agreement for any reason.

23. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Wisconsin, without reference to principles of conflict of laws.

24. Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing, when personally delivered, or when deposited in the U.S. mail, postage prepaid, by registered or certified mail, or when deposited with a nationally recognized overnight carrier for delivery by overnight mail, or when sent by facsimile actually received by the receiving facsimile machine, in the case of Executive, to:

Frank R. Martire
825 North Prospect Avenue, #2802
Milwaukee, WI 53202

and, in the case of Company, to:

Metavante Technologies
4900 West Brown Deer Road
Brown Deer, WI 53223
Attn: Chief Administrative Officer
Facsimile No. (414) 362-1705

or to such other address as Metavante Technologies or Executive may designate by notice to the other given in accordance with this Section 25.

25. Headings. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

26. Reimbursement of Executive's Preparation/Negotiation Expenses. Provided that Executive commences employment with Metavante Technologies, Metavante Technologies shall reimburse the Executive for reasonable attorneys' fees incurred by Executive in connection with the preparation and negotiation of this Agreement, provided that such reimbursements shall not exceed $2,500 in the aggregate.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

METAVANTE TECHNOLOGIES, INC.

BY: /s/ Donald W. Layden, Jr.
(signature)

Donald W. Layden, Jr.
(print name)

Senior Executive Vice President
(title)

EXECUTIVE

/s/ Frank R. Martire
Frank R. Martire

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Employment Agreement with Metavante Technologies, Inc. (my "Employment Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Employment Agreement. I also understand that I will receive the conditional benefits described in my Employment Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Employment Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Employment Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Employment Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to the Company's Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2____.

_____

Vice President, Human Resources

EXHIBIT B

METAVANTE TECHNOLOGIES, INC.
EMPLOYEE CONFIDENTIALITY AND PROPERTY AGREEMENT

Definition and Purpose

The dimensions and scope of Metavante Technologies, Inc. (“Metavante”) represent a substantial investment in capital and information. In order to help protect the interests of Metavante, its customers, and its employees, this document has been drafted to more clearly define the currently existing rights and responsibilities of Metavante and its employees and serves as an employee-employer agreement that these conditions are understood.

Confidentiality

During the performance of my duties, I recognize that I will come into contact with Confidential Information. I agree that this information is to be used solely in connection with the performance of my authorized job functions and will not otherwise be disclosed either during or after my employment with Metavante for so long as such information is of economic value to Metavante and would be useful to a competitor in competing against Metavante. Confidential Information includes, but is not limited to:

Customer Lists, Customer Data and Information

- Account Data and Information
- Planning Data
- Marketing Data
- Software, Documentation, Formulas, and Development Information
- Hardware Information
- Operational Information
- Cost and Profit Information

“Confidential Information” also includes any other information of a similar nature, but does not include any information that is or becomes public knowledge through no fault of mine (as of the date it becomes public), or that was rightfully communicated to me by a third party not under a duty of confidence to Metavante, or that was known to me before I began employment at Metavante.

Company Information and Property

I agree that all programs, sub-routines, codes, formulas, documentation, and other inventions, discoveries, developments, improvements, ideas, copyrightable creations, works of authorship, mask works and other contributions (“Creations”) whether or not patented or patentable, or copyrighted or copyrightable, which are conceived, made, developed, created or acquired by me, either individually or jointly, during my employment at Metavante and which relate in any manner to my work for Metavante the research or business of Metavante or fields to which the

business of Metavante may reasonably extend (regardless of the extent developed at Metavante facilities, at my home, or elsewhere), belong to Metavante and I do hereby sell, assign and transfer to Metavante my entire right, title and interest (worldwide) in and to the Creations and all intellectual property rights thereto. I agree I will keep complete records of all such Creations. I agree to sign and deliver any and all lawful applications, assignments, and any other documents which Metavante requests for protecting the Creations in the United States and any other country. I also agree to cooperate fully with Metavante at Metavante's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Creations.

Metavante acknowledges that the previous paragraph in this section does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Metavante was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Metavante or (ii) to Metavante actual or demonstrably anticipated research or development or (b) the invention results from any work performed by me for Metavante.

I further agree that any equipment, books, records, papers, notes, catalogs, compilations of information, databases, correspondence, recordings, stored data, software, or any other physical items (including copies and duplicates) that Metavante provides to me or that I generate or develop while employed by Metavante and that relate directly or indirectly to Metavante's business remain the property of Metavante and I will promptly deliver all such materials and items, and any and all copies of them, to Metavante upon termination of employment.

Reserved Inventions

Attached to this form is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by Metavante and which I wish to exclude from this agreement.

Existence of Any Conflicting Agreement, Nondisclosure of Invention

To the best of my knowledge, there is no other contract to assign inventions that is now in existence between me and any other person, corporation, or partnership, unless I have so indicated on the bottom of this form and unless a copy of such other contract is attached hereto.

I also agree that I will not reveal to Metavante or use while employed by Metavante any confidential information of any other party to the extent I am obligated to retain such information in confidence.

Company Equipment and Resources

I further understand that all computer resources are the property of Metavante and may not be used for personal or non-business purposes.

Assignability

I agree that Metavante's rights under this Agreement are fully assignable by Metavante and will inure to the benefit of Metavante's successors and assigns.

Miscellaneous

As used in this Agreement, the term “Metavante” shall include Metavante Technologies, Inc. and all of its current and future parents, subsidiaries, affiliates and joint ventures.

_____

Employee Signature

_____

Employee Name-Please Print

_____

Date

METAVANTE TECHNOLOGIES, INC.
RESERVED INVENTIONS

Employee Name: _____

Metavante Company: _____

Patented Inventions (include product descriptions and related dates): _____

Other Inventions (include product descriptions and related dates): _____

☐ I do not have any inventions to disclose.

_____ _____

Employee Signature Date

Exhibit 10.3

METAVANTE TECHNOLOGIES, INC.
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is dated as of the 1st day of November, 2007 by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) ("**Metavante Technologies**"), a Wisconsin corporation, and MICHAEL D. HAYFORD (the "**Executive**").

PREMISES

Pursuant to an agreement (the "**Separation Agreement**") between Metavante Corporation, Metavante Technologies, Marshall & Ilsley Corporation, a Wisconsin corporation and New M&I Corporation, a Wisconsin Corporation, dated April 3, 2007, Metavante Technologies will become a separate public company and will become the parent of Metavante Corporation.

Metavante Technologies wishes to assure itself of the services of the Executive for the period after the date the separation (the "**Separation**") of Metavante Technologies into a separate public company is effective (the "**Effective Date**") and the Executive is willing to be employed by Metavante Technologies upon the terms and conditions provided in this Agreement following the Effective Date.

AGREEMENTS

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, Metavante Technologies and the Executive (individually, a "**Party**" and together, the "**Parties**") agree as follows:

1. Employment. Metavante Technologies hereby agrees to employ the Executive, and the Executive hereby agrees to serve Metavante Technologies, on the terms and conditions set forth herein from and after the Effective Date. If the Separation does not occur on or prior to April 4, 2008 this Agreement shall be null and void.

2. Term. Except as provided below, the term of this Agreement shall begin on the Effective Date and shall continue until the third anniversary of the Effective Date unless earlier terminated pursuant to Section 10 below (the "**Initial Term of Employment**"). If neither party has (a) terminated this Agreement pursuant to Section 10 below, or (b) given notice not less than sixty (60) days prior to the end of the Initial Term of Employment or any Renewal Term of its intention not to renew the term of this Agreement, then the term of this Agreement shall continue for successive one-year periods (each, a "**Renewal Term**") after the end of the Initial Term of Employment and each Renewal Term (such Renewal Terms together with the Initial Term of Employment, the "**Term of Employment**"). The Term of Employment shall automatically end upon termination of the Executive's employment for any reason. Upon the Executive's termination of employment with Metavante Technologies for any reason, he shall immediately resign all offices and positions (including directorships) with Metavante Technologies or any of its subsidiaries or affiliates (collectively, the "**Affiliates**").

3. Position and Duties.

(a) The Executive shall serve as Senior Executive Vice President and Chief Operating Officer of Metavante Technologies, and shall perform all duties customarily attendant to such position and such other duties as may reasonably be assigned from time to time by the Board of Directors (the "**Board**") or the Chief Executive Officer of Metavante Technologies, in each case, in accordance with company policy as set forth from time to time by the Board and subject to the terms hereof. At the request of Metavante Technologies, Executive will also serve as an officer and/or member of the board of directors of any Affiliate, without additional compensation.

(b) The Executive agrees to devote all of his business attention and time to the performance of his duties and responsibilities hereunder during the Term of Employment and to use his reasonable best efforts to perform faithfully, effectively and efficiently his responsibilities and obligations hereunder, provided that if such service and activities do not interfere with the performance of the Executive's responsibilities hereunder or the conduct of the ordinary course of the business of Metavante Technologies or its Affiliates, the Executive may take reasonable amounts of time to engage in additional activities in connection with personal investments and community activities, and may serve as a member of the board of directors of up to two public companies which do not compete with Metavante Technologies, provided that such service on any particular board of directors shall be subject to the consent of the Board of Directors, such consent not to be unreasonably withheld.

4. Base Salary. During the Term of Employment, the Executive shall receive from Metavante Technologies a base salary at an annual rate of Five Hundred Twenty-Five Thousand Dollars ($525,000) per year (such annual rate of compensation, as it may be increased from time to time, is referred to herein as the "**Base Salary**"), payable in accordance with the regular payroll practices of Metavante Technologies. Executive's Base Salary shall be subject to annual review for increase by the Compensation Committee of the Board (the "**Compensation Committee**") during the Term of Employment.

5. Annual Bonus. During the Term of Employment, the Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**"). With respect to fiscal year 2008 and subsequent fiscal years, Executive's target Annual Bonus will be equal to 90% of Executive's Base Salary (the "**Target Annual Bonus**") with the actual Annual Bonus equal to between 0% and 180% of Executive's Base Salary based on actual performance. The Annual Bonus shall be determined and awarded in the discretion of the Compensation Committee based on the achievement of performance objectives for the applicable year. Unless the Executive is employed on the applicable payment date for annual bonuses, the Executive will not be entitled to receive the Annual Bonus for the applicable year (subject to Section 10 of this Agreement).

6. Long Term Incentive Compensation. Any Metavante Corporation Long Term Incentive Plan awards previously granted to Executive shall continue in effect in accordance with the terms of such Plan and awards, modified as provided in the Employee Matters Agreement between Metavante Technologies, Metavante Corporation, Marshall & Ilsley Corporation and New M&I Corporation dated April 3, 2007, as amended (the "**Employee Matters Agreement**"). For 2008 and subsequent years, Executive will be eligible to participate

in any long term incentive compensation plans established for the senior executive officers of Metavante Technologies; provided however, that Metavante Technologies shall be under no obligation to establish such a plan.

7. Equity Compensation. Options with respect to Marshall & Ilsley Corporation held by Executive prior to the Separation shall be converted at the time of the Separation into options with respect to Metavante Technologies granted under the Metavante 2007 Equity Incentive Plan (the "**Metavante Equity Incentive Plan**") in accordance with the Employee Matters Agreement. Subject to the approval of the Compensation Committee, Executive will also receive a grant of options with respect to 575,000 shares of Metavante Technologies common stock from the Metavante Equity Incentive Plan shortly following the Separation, and such options will vest in accordance with the terms of the applicable award agreement. Executive shall be entitled to participate in the Metavante Equity Incentive Plan for 2008 and subsequent years, with future awards, if any, determined in the discretion of the Compensation Committee consistent with the terms of the Metavante Equity Incentive Plan.

8. Perquisites and Expense Reimbursement. Executive shall receive such perquisites as are provided by Metavante Technologies to its senior executive officers. Metavante Technologies shall reimburse the Executive for all reasonable out-of-pocket business expenses incurred by the Executive in performing services under this Agreement in accordance with Metavante Technologies' expense reimbursement policy, upon submission of such accounts and records as may be required under Metavante Technologies policy.

9. Benefit Plans and Programs.

(a) Benefit Plans. Executive shall generally be eligible to participate in all qualified and nonqualified retirement plans and all health and welfare benefit plans as are made generally available for the participation of senior executives of Metavante Technologies ("**Benefit Plans**"), in accordance with the respective terms of such Benefit Plans.

(b) Vacation. Executive shall be entitled to paid vacation from his duties under this Agreement in accordance with the vacation policy of Metavante Technologies for senior executives of Metavante Technologies.

(c) Retiree Health. Notwithstanding whether Separation occurs on or prior to April 4, 2008 and Section 21 hereof, upon termination of employment at any time for any reason other than Cause, Executive shall be entitled to access to retiree health coverage from Metavante Technologies, if any, on the same terms and conditions as if Executive had satisfied the minimum age and service conditions for such coverage as of the Effective Date, provided however, that Executive shall pay the entire premium (including any administrative costs) for such coverage unless Executive qualifies for a subsidy based on his actual age and actual service with Metavante Technologies, it being understood that this Section 9(c) shall cease to apply in the event that Metavante Technologies no longer provides such coverage.

10. Termination of Employment.

(a) Termination of Employment. This Agreement shall terminate upon the earliest of (i) the Executive's death or Disability, (ii) the date set forth in a written

notice by the Executive to Metavante Technologies that the Executive is terminating Executive's employment, or (iii) such date as set forth in a written notice by Metavante Technologies to Executive that Metavante Technologies is terminating Executive's employment (whether for Cause or without Cause).

(b) Definitions.

(i) "Cause" shall mean:

(A) the Executive's conviction of, or a plea of guilty or nolo contendere to, a felony or other crime (except for misdemeanors which are not materially injurious to, or to the business reputation of, Metavante Technologies or an Affiliate);

(B) Executive's willful refusal to perform in any material respect the Executive's duties and responsibilities for Metavante Technologies or an Affiliate or failure of the Executive to comply in any material respect with the polices and procedures of Metavante Technologies or an Affiliate at which Executive serves as an officer and/or director;

(C) fraud or other illegal conduct in the Executive's performance of duties for Metavante Technologies or an Affiliate; or

(D) any conduct by the Executive which is materially injurious to Metavante Technologies or an Affiliate or materially injurious to the business reputation of Metavante Technologies or an Affiliate.

Prior to termination of the Executive for Cause pursuant to Sections 10(b)(i)(B), 10(b)(i)(C) or 10(b)(i)(D) of this Agreement, the Executive will be provided with written notice from Metavante Technologies describing in detail the conduct forming the basis for the alleged Cause and to the extent curable, a reasonable opportunity (of not less than 10 days) to cure such conduct before the Company may terminate for Cause. Any termination for "Cause" will not limit any other right or remedy Metavante Technologies may have under this Agreement or otherwise.

(ii) "Good Reason" shall mean:

(A) any reduction in the Executive's Base Salary or the Executive's Target Annual Bonus;

(B) the relocation of the offices at which the Executive is principally employed to a location which is more than 30 miles from the location of the offices at which the Executive is principally employed as of the Effective Date (provided, that travel in the ordinary course of performing Executive's duties hereunder shall not be deemed to be a relocation of the office at which the Executive is principally employed);

(C) a material diminution of the Executive's title from his title on the Effective Date;

(D) if Executive is or becomes a Director of Metavante Technologies, removal of the Executive as such a Director or failure to re-elect Executive as such a Director;

(E) if Executive is not named President and Chief Operating Officer of Metavante Technologies by the 18-month anniversary of the Effective Date;

(F) removal of the Executive from the Executive Committee of Metavante Technologies;

(G) Metavante Technologies' non-renewal of the Term of Employment as provided for in Section 2 of this Agreement; or

(H) A material breach of a material provision of this Agreement by Metavante Technologies.

Prior to the Executive's termination for Good Reason, Executive will provide Metavante Technologies with written notice describing in detail the conduct forming the basis for the alleged Good Reason and Metavante Technologies shall have a reasonable period (of not less than 10 days) to cure such conduct before Executive may terminate for Good Reason. Any termination for "Good Reason" will not limit any other right or remedy Executive may have under this Agreement or otherwise.

(c) Termination due to Disability, Termination by Metavante Technologies for Cause or by the Executive without Good Reason. If the Executive's employment is terminated as a result of the Executive's Disability, or if Executive's employment is terminated by Metavante Technologies for Cause or by the Executive without Good Reason, then the Executive, or his estate or designated beneficiaries, shall be entitled to receive only:

(i) any Base Salary earned but not yet paid through the date of Executive's death, Disability or termination;

(ii) reimbursement in accordance with this Agreement of any business expense incurred by the Executive but not yet reimbursed; and

(iii) other benefits accrued and earned (including unused vacation) by the Executive through the date of Executive's Disability or termination in accordance with applicable plans and programs of Metavante Technologies.

For purposes of this Agreement "Disability" shall mean the absence of Executive from Executive's duties on a full-time basis for at least 90 out of one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative (such acceptance not to be unreasonably withheld), provided that if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term of Employment, it may give to Executive written notice in accordance with Section 24 of

this Agreement of its intention to terminate Executive's employment. In such event, Executive's employment shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive, provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(d) Termination by Metavante Technologies without Cause or by the Executive with Good Reason. If, during the Term of Employment, the Executive's employment is terminated by Metavante Technologies without Cause, or by the Executive with Good Reason, the Executive shall be entitled to receive only:

(i) any payments and benefits described in Section 10(c)(i) through 10(c)(iii) above, as well as any accrued but unpaid annual bonuses for fiscal years already completed;

(ii) as a severance payment, a lump sum cash payment payable six (6) months after Executive's termination equal to the product of (A) two multiplied by (B) the sum of: (I) Executive's annual Base Salary at the time of the Executive's termination and (II) Executive's target Annual Bonus for the year of the Executive's termination;

(iii) The pro rata portion of Executive's Annual Bonus which would have been paid to Executive for the year of termination based on actual performance as determined in the discretion of the Compensation Committee (which determination shall be made on a basis consistent with those determinations made for then-current members of the Executive Committee of Metavante Technologies), payable at such time as annual bonuses are otherwise paid to active employees of Metavante Technologies.

(iv) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, accelerated vesting in all time-based vesting awards under the Metavante Equity Incentive Plan that would have become vested within one (1) year of Executive's termination;

(v) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, to the extent that Executive's termination occurs within one year prior to the conclusion of a performance-based vesting cycle for a performance-based award under the Metavante Equity Incentive Plan, such award shall remain eligible for vesting based on actual performance (determined at the end of such cycle), provided that such eligibility for vesting shall be limited to a pro-rated portion of such award (based on Executive's period of service during the applicable performance period);

(vi) Continuation of benefits under all plans which are welfare benefit plans for a period of 24 months, provided however that if Executive obtains subsequent employment providing welfare benefits, Metavante Technologies' obligation to provide welfare benefits shall cease; and

(vii) Outplacement services from a provider selected by Executive at a cost to Metavante Technologies which shall not exceed $25,000.

(e) Termination Due to Death. If the Executive's employment is terminated as a result of the Executive's death, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that Metavante Technologies shall provide any payments described in Section 10(c)(i) through Section 10(c)(iii) above with such payments being made to Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days after the date of death. In addition, Executive's estate or beneficiary, as applicable, shall receive six months of Annual Base Salary which shall be paid on a monthly basis over the six month period following the month of the Executive's death. In addition, "other benefits" shall be provided following the Executive's death which shall be benefits for Executive's family at least equal to the most favorable benefits provided by Metavante Technologies to surviving families of peer executives of Metavante Technologies and its affiliates under such plans, programs, practice and policies relating to family death benefits, if any, as in effect with respect to such peer executives and their families at any time during the 12 month period ending on the date of the Executive's death.

(f) Limitations. Notwithstanding any other provision of Section 10(c) or (d)(vi) to the contrary, (i) to the extent any benefits provided pursuant to Section 10(d)(vi) or "other benefits" provided pursuant to Section 10(c) during the first six months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of the regulations under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**")), Executive shall pay the cost of such coverage during the first six months following termination and shall be reimbursed for the cost of such coverage six months after Executive's termination; and (ii) severance payments pursuant to Section 10(d) are conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems reasonably necessary for purposes of ensuring its enforceability or to comply with applicable law). Notwithstanding any other provision of this Section 10 to the contrary, including the preceding sentence, if the provision of any medical benefits coverage pursuant to this Section 10 would be discriminatory within the meaning of Section 105(h) of the Internal Revenue Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of such coverage and Executive (or his survivors, as the case may be) shall not be reimbursed by Metavante Technologies for doing so.

(g) Nonduplication of Payments. In the event that the Executive receives payments and benefits pursuant to Section 10 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any Affiliate, provided that once a "Change of Control" has occurred as defined in the Executive's Change of Control Agreement, this Agreement shall cease to be of any force and effect, and, instead, any payments Executive may be entitled to as a result of termination of employment shall be paid under Executive's Change of Control Agreement.

(h) 409A. In order to facilitate compliance with Section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted under Section 409A of the Code.

11. Representation and Warranties/Noncompetition and Nonsolicitation.

(a) Acknowledgement by Executive. The Executive acknowledges and agrees that the contacts and relationships of Metavante Technologies and its Affiliates with its customers, suppliers, licensors and other business relations are, and have been, established and maintained at great expense and provide Metavante Technologies and its Affiliates with a substantial competitive advantage in conducting their business. The Executive acknowledges and agrees that by virtue of the Executive's employment with Metavante Technologies, the Executive will have unique and extensive exposure to and personal contact with customers, suppliers, licensors and other business relations of Metavante Technologies and its Affiliates, and that Executive will be able to establish a unique relationship with those persons that will enable Executive, both during and after employment, to unfairly compete with Metavante Technologies and its Affiliates. Executive acknowledges that Metavante Technologies and/or its Affiliates markets and sells products and services to customers throughout the United States and in Canada, that Executive's job duties will include the entire United States and Canada and could be expanded to cover other markets outside the United States and Canada, and that the Confidential Information (as defined in the Employee Confidentiality and Property Agreement) of Metavante Technologies and/or its Affiliates and Executive's customer knowledge and relationships would be of value to a competitor in competing against Metavante Technologies and/or its Affiliates anywhere in the United States and in Canada and in any other markets outside the United States and Canada into which Metavante Technologies and/or one of its Affiliates may expand its activities. Furthermore, the Parties agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of the business, trade secrets and Confidential Information of Metavante Technologies and its Affiliates and to prevent great damage or loss to Metavante Technologies and its Affiliates as a result of action taken by the Executive. The Executive also acknowledges and agrees that the consideration provided for herein is sufficient to fully and adequately compensate the Executive for agreeing to such restrictions.

(b) Non-Competition. During the period commencing on the Effective Date and ending on the one-year anniversary of termination of the Executive's employment for any reason (the "**Restricted Period**"), Executive will not (i) in any capacity, directly or indirectly, participate in, provide assistance to, or have a financial or other interest in any activity or other enterprise which competes with Metavante Technologies or any of its Affiliates or (ii). accept employment with, or consult with, or otherwise provide any services to, any person or entity (including one in which Executive has an ownership interest) that competes with Metavante Technologies and/or any of its Affiliates in any capacity in any portion of the Territory, as defined herein. Notwithstanding the foregoing, it shall not be a violation of this Section 11(b) for the Executive to join a commercial enterprise with multiple divisions or business lines if the division or business line that is competitive with the businesses of Metavante Technologies or any of its Affiliates provides less than 5% of such commercial enterprise's net revenues and sales for its most recently completed fiscal year, and the Executive has no direct involvement with (including oversight), and performs no functions on behalf of the division or business line that is competitive with the businesses of Metavante Technologies or any of its

Affiliates. The passive ownership of less than a 5% interest in a corporation whose shares are traded in a recognized stock exchange or traded in the over-the-counter market, even though that corporation may be a competitor of Metavante Technologies or any of its Affiliates, shall not be deemed to violate the restriction in the immediately preceding sentence. "Territory" shall be limited to the United States and Canada and unless Metavante Technologies and/or any of its Affiliates, at the time of termination of Executive's employment, is selling and marketing its products and/or services in markets outside the United States and Canada and Executive's job duties involve any of those markets, in which case "Territory" shall include the United States and Canada plus any other geographic market with respect to which Executive has job duties as of the date of termination of employment with Metavante Technologies and/or any of its Affiliates. If Executive is considering taking a position to work for, or consult with, a person or entity that competes with Metavante Technologies and/or any of its Affiliates, and Executive provides the details of the position, then within fourteen (14) days of receipt of all necessary information, Metavante Technologies will advise Executive whether it considers that position to be a breach of this Agreement.

(c) Non-Solicitation. During the Restricted Period, the Executive shall not directly or indirectly (i) induce or attempt to induce any employee or independent contractor of Metavante Technologies or any Affiliate to leave Metavante Technologies or such Affiliate, or in any way interfere with the relationship between Metavante Technologies or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, (ii) hire any person who was an employee or independent contractor of Metavante Technologies or any Affiliate until twelve (12) months after such individual's relationship with Metavante Technologies or such Affiliate has been terminated or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of Metavante Technologies or any Affiliate to cease doing business with Metavante Technologies or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and Metavante Technologies or any Affiliate, on the other hand.

12. Return of Property. All equipment, books, records, papers, notes, catalogs, compilations of information, data bases, correspondence, recordings, stored data (including data or files that exist on any personal computer), software, and any other physical items, including copies and duplicates, that Executive generates or develops or which come into Executive's possession or control during employment with Metavante Technologies, whether of a public nature or not, shall be and remain the property of Metavante Technologies, and Executive shall deliver all such materials and items, and any and all copies of them, to Metavante Technologies upon termination of employment.

13. Employee Confidentiality and Property Agreement. As a condition of Executive's employment hereunder, Executive shall execute and deliver to Metavante Technologies on the date hereof an Employee Confidentiality and Property Agreement in the form attached hereto as Exhibit B to the extent that Executive does not already have such an agreement in effect covering Executive's employment with Metavante Technologies.

14. Common and Statutory Law of Torts and Trade Secrets. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Executive or Metavante Technologies and its Affiliates broader protection than that provided herein.

15. Specific Performance. The Executive re-affirms Section 11(a) and further acknowledges and agrees that the terms of Sections 11, 12 and 13: (i) are reasonable in light of all of the circumstances, (ii) are sufficiently limited to protect the legitimate interests of the Company, (iii) impose no undue hardship on the Executive and (iv) are not injurious to the public. The Executive further acknowledges and agrees that irreparable injury to Metavante Technologies may result in the event the Executive breaches any covenant or agreement contained in Section 11 or the Employee Confidentiality and Property Agreement and that the remedy at law for the breach of any such covenant will be inadequate. Therefore, if the Executive engages in any act in violation of the provisions of Section 11 or the Employee Confidentiality and Property Agreement (or threatens to engage in any act in violation of such provisions), the Executive agrees that Metavante Technologies shall be entitled, in addition to such other remedies and damages as may be available to it by law (including money damages) or under this Agreement, to temporary and permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage, in addition to, and not in lieu of, such other remedies as may be available to the Metavante Technologies for such breach, including the recovery of money damages.

16. Withholding Taxes. All payments to the Executive or his beneficiary hereunder, including, without limitation, Base Salary and Annual Bonuses, shall be subject to withholding on account of federal, state and local taxes as required by law, and other customary or required deductions. If any payment hereunder is insufficient to provide the amount of such taxes required to be withheld, Metavante Technologies may withhold such taxes from any other payment due the Executive or his beneficiary.

17. Assignability; Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, testamentary trustees, devisees, or legatees, by operation of law or otherwise (in the case of the Executive) and permitted assigns. No rights or obligations of Metavante Technologies under this Agreement may be assigned or transferred by Metavante Technologies except that such rights or obligations may be assigned or transferred pursuant to (a) a merger or consolidation in which Metavante Technologies is not the surviving entity or (b) a sale or liquidation of all or substantially all of the assets of Metavante Technologies. No obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than by operation of law. No third party shall be deemed to be a beneficiary of this Agreement, except for Affiliates of Metavante Technologies.

18. Entire Agreement. This Agreement, the Executive's Change of Control Agreement and the Employee Confidentiality and Property Agreement, shall be deemed to contain the entire understanding and agreement between the Parties concerning the subject matter hereof and shall supersede any other prior agreements, negotiations, or commitments, whether written or oral, between the Parties concerning the subject matter hereof; and all such other agreements, negotiations, commitments and writings will have no further force or effect, and the Parties to any such other agreement, negotiation, commitment or writing will have no further rights or obligations thereunder.

19. Amendment. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both the Executive and an authorized officer of Metavante Technologies. In the event of any conflict between the terms of this Agreement and any provision or policy set forth in any of Metavante Technologies' employee manuals, handbooks or other written materials, this Agreement shall be deemed to control. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement, including Exhibits A and B, to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of Metavante Technologies, as the case may be.

20. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in Section 11 of this Agreement or in the Employee Confidentiality and Property Agreement are held to be unreasonable, illegal, void, unenforceable or against public policy, such covenants shall be considered divisible with respect to duration, matter, and geographic area, and any court so holding shall reduce the duration, matter, and/or geographic area of such covenants, and in such reduced form such covenants shall be enforceable and shall be enforced.

21. Survival. Except in a termination pursuant to Section 1 due to the Separation not occurring on or prior to April 4, 2008 (in which case no rights or obligations survive) the rights and obligations of the parties under Sections 9(c) and 10-24 shall survive any termination of this Agreement.

22. Directors and Officers Liability Coverage; Indemnification. To the extent that Metavante Technologies obtains coverage under a directors and officers liability insurance policy, the Executive will be entitled to such coverage on a basis that is consistent with that provided to similarly situated officers and directors, as applicable. Metavante Technologies shall indemnify and hold Executive harmless, to the fullest extent permitted by applicable law for acts taken within the scope of his employment. The provisions of this Section 22 shall not be deemed exclusive of any other rights to which the Executive seeking indemnification may have under any by-law, agreement, vote of stockholders or directors, or otherwise. The provisions of this Section 22 shall survive the termination of this Agreement for any reason.

23. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Wisconsin, without reference to principles of conflict of laws.

24. Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing, when personally delivered, or when deposited in the U.S. mail, postage prepaid, by registered or certified mail, or when deposited with a nationally recognized overnight carrier for delivery by overnight mail, or when sent by facsimile actually received by the receiving facsimile machine, in the case of Executive, to:

Michael D. Hayford
1816 Mountain Avenue
Wauwatosa, WI 53213

and, in the case of Company, to:

Metavante Technologies
4900 West Brown Deer Road
Brown Deer, WI 53223
Attn: Chief Administrative Officer
Facsimile No. (414) 362-1705

or to such other address as Metavante Technologies or Executive may designate by notice to the other given in accordance with this Section 25.

25. Headings. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

26. Reimbursement of Executive's Preparation/Negotiation Expenses. Provided that Executive commences employment with Metavante Technologies, Metavante Technologies shall reimburse the Executive for reasonable attorneys' fees incurred by Executive in connection with the preparation and negotiation of this Agreement, provided that such reimbursements shall not exceed $2,500 in the aggregate.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

METAVANTE TECHNOLOGIES, INC.

BY: /s/ Donald W. Layden, Jr.
(signature)

Donald W. Layden, Jr.
(print name)

Senior Executive Vice President
(title)

EXECUTIVE

/s/ Michael D. Hayford
Michael D. Hayford

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Employment Agreement with Metavante Technologies, Inc. (my "Employment Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Employment Agreement. I also understand that I will receive the conditional benefits described in my Employment Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Employment Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Employment Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Employment Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to the Company's Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2___.

_____

Vice President, Human Resources

EXHIBIT B

METAVANTE TECHNOLOGIES, INC.
EMPLOYEE CONFIDENTIALITY AND PROPERTY AGREEMENT

Definition and Purpose

The dimensions and scope of Metavante Technologies, Inc. ("Metavante") represent a substantial investment in capital and information. In order to help protect the interests of Metavante, its customers, and its employees, this document has been drafted to more clearly define the currently existing rights and responsibilities of Metavante and its employees and serves as an employee-employer agreement that these conditions are understood.

Confidentiality

During the performance of my duties, I recognize that I will come into contact with Confidential Information. I agree that this information is to be used solely in connection with the performance of my authorized job functions and will not otherwise be disclosed either during or after my employment with Metavante for so long as such information is of economic value to Metavante and would be useful to a competitor in competing against Metavante. Confidential Information includes, but is not limited to:

Customer Lists, Customer Data and Information

- Account Data and Information
- Planning Data
- Marketing Data
- Software, Documentation, Formulas, and Development Information
- Hardware Information
- Operational Information
- Cost and Profit Information

"Confidential Information" also includes any other information of a similar nature, but does not include any information that is or becomes public knowledge through no fault of mine (as of the date it becomes public), or that was rightfully communicated to me by a third party not under a duty of confidence to Metavante, or that was known to me before I began employment at Metavante.

Company Information and Property

I agree that all programs, sub-routines, codes, formulas, documentation, and other inventions, discoveries, developments, improvements, ideas, copyrightable creations, works of authorship, mask works and other contributions ("Creations") whether or not patented or patentable, or copyrighted or copyrightable, which are conceived, made, developed, created or acquired by me, either individually or jointly, during my employment at Metavante and which relate in any manner to my work for Metavante the research or business of Metavante or fields to which the

business of Metavante may reasonably extend (regardless of the extent developed at Metavante facilities, at my home, or elsewhere), belong to Metavante and I do hereby sell, assign and transfer to Metavante my entire right, title and interest (worldwide) in and to the Creations and all intellectual property rights thereto. I agree I will keep complete records of all such Creations. I agree to sign and deliver any and all lawful applications, assignments, and any other documents which Metavante requests for protecting the Creations in the United States and any other country. I also agree to cooperate fully with Metavante at Metavante's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Creations.

Metavante acknowledges that the previous paragraph in this section does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Metavante was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Metavante or (ii) to Metavante actual or demonstrably anticipated research or development or (b) the invention results from any work performed by me for Metavante.

I further agree that any equipment, books, records, papers, notes, catalogs, compilations of information, databases, correspondence, recordings, stored data, software, or any other physical items (including copies and duplicates) that Metavante provides to me or that I generate or develop while employed by Metavante and that relate directly or indirectly to Metavante's business remain the property of Metavante and I will promptly deliver all such materials and items, and any and all copies of them, to Metavante upon termination of employment.

Reserved Inventions

Attached to this form is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by Metavante and which I wish to exclude from this agreement.

Existence of Any Conflicting Agreement, Nondisclosure of Invention

To the best of my knowledge, there is no other contract to assign inventions that is now in existence between me and any other person, corporation, or partnership, unless I have so indicated on the bottom of this form and unless a copy of such other contract is attached hereto.

I also agree that I will not reveal to Metavante or use while employed by Metavante any confidential information of any other party to the extent I am obligated to retain such information in confidence.

Company Equipment and Resources

I further understand that all computer resources are the property of Metavante and may not be used for personal or non-business purposes.

Assignability

I agree that Metavante's rights under this Agreement are fully assignable by Metavante and will inure to the benefit of Metavante's successors and assigns.

Miscellaneous

As used in this Agreement, the term “Metavante” shall include Metavante Technologies, Inc. and all of its current and future parents, subsidiaries, affiliates and joint ventures.

_____

Employee Signature

_____

Employee Name-Please Print

_____

Date

METAVANTE TECHNOLOGIES, INC.
RESERVED INVENTIONS

Employee Name: _____

Metavante Company: _____

Patented Inventions (include product descriptions and related dates): _____

Other Inventions (include product descriptions and related dates): _____

☐ I do not have any inventions to disclose.

_____ _____

Employee Signature Date

Exhibit 10.4

METAVANTE TECHNOLOGIES, INC.
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is dated as of the 1st day of November, 2007 by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) ("**Metavante Technologies**"), a Wisconsin corporation, and FRANK G. D'ANGELO (the "**Executive**").

PREMISES

Pursuant to an agreement (the "**Separation Agreement**") between Metavante Corporation, Metavante Technologies, Marshall & Ilsley Corporation, a Wisconsin corporation and New M&I Corporation, a Wisconsin Corporation, dated April 3, 2007, Metavante Technologies will become a separate public company and will become the parent of Metavante Corporation.

Metavante Technologies wishes to assure itself of the services of the Executive for the period after the date the separation (the "**Separation**") of Metavante Technologies into a separate public company is effective (the "**Effective Date**") and the Executive is willing to be employed by Metavante Technologies upon the terms and conditions provided in this Agreement following the Effective Date.

AGREEMENTS

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, Metavante Technologies and the Executive (individually, a "**Party**" and together, the "**Parties**") agree as follows:

1. Employment. Metavante Technologies hereby agrees to employ the Executive, and the Executive hereby agrees to serve Metavante Technologies, on the terms and conditions set forth herein from and after the Effective Date. If the Separation does not occur on or prior to April 4, 2008 this Agreement shall be null and void.

2. Term. Except as provided below, the term of this Agreement shall begin on the Effective Date and shall continue until the second anniversary of the Effective Date unless earlier terminated pursuant to Section 10 below (the "**Initial Term of Employment**"). If neither party has (a) terminated this Agreement pursuant to Section 10 below, or (b) given notice not less than sixty (60) days prior to the end of the Initial Term of Employment or any Renewal Term of its intention not to renew the term of this Agreement, then the term of this Agreement shall continue for successive one-year periods (each, a "**Renewal Term**") after the end of the Initial Term of Employment and each Renewal Term (such Renewal Terms together with the Initial Term of Employment, the "**Term of Employment**"). The Term of Employment shall automatically end upon termination of the Executive's employment for any reason. Upon the Executive's termination of employment with Metavante Technologies for any reason, he shall immediately resign all offices and positions (including directorships) with Metavante Technologies or any of its subsidiaries or affiliates (collectively, the "**Affiliates**").

3. Position and Duties.

(a) The Executive shall serve as a Senior Executive Vice President of Metavante Technologies, and shall perform all duties customarily attendant to such position and such other duties as may reasonably be assigned from time to time by the Board of Directors (the "**Board**") or Chief Executive Officer of Metavante Technologies, in each case, in accordance with company policy as set forth from time to time by the Board and subject to the terms hereof. At the request of Metavante Technologies, Executive will also serve as an officer and/or member of the board of directors of any Affiliate, without additional compensation.

(b) The Executive agrees to devote all of his business attention and time to the performance of his duties and responsibilities hereunder during the Term of Employment and to use his reasonable best efforts to perform faithfully, effectively and efficiently his responsibilities and obligations hereunder, provided that if such service and activities do not interfere with the performance of the Executive's responsibilities hereunder or the conduct of the ordinary course of the business of Metavante Technologies or its Affiliates, the Executive may take reasonable amounts of time to engage in additional activities in connection with personal investments and community activities, and may serve as a member of the board of directors of up to two public companies which do not compete with Metavante Technologies, provided that such service on any particular board of directors shall be subject to the consent of the Board of Directors, such consent not to be unreasonably withheld.

4. Base Salary. During the Term of Employment, the Executive shall receive from Metavante Technologies a base salary at an annual rate of Four Hundred Twenty-Five Thousand Dollars ($425,000) per year (such annual rate of compensation, as it may be increased from time to time, is referred to herein as the "**Base Salary**"), payable in accordance with the regular payroll practices of Metavante Technologies. Executive's Base Salary shall be subject to annual review for increase by the Compensation Committee of the Board (the "**Compensation Committee**") during the Term of Employment.

5. Annual Bonus. During the Term of Employment, the Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**"). With respect to fiscal year 2008 and subsequent fiscal years, Executive's target Annual Bonus will be equal to 90% of Executive's Base Salary (the "**Target Annual Bonus**") with the actual Annual Bonus equal to between 0% and 180% of Executive's Base Salary based on actual performance. The Annual Bonus shall be determined and awarded in the discretion of the Compensation Committee based on the achievement of performance objectives for the applicable year. Unless the Executive is employed on the applicable payment date for annual bonuses, the Executive will not be entitled to receive the Annual Bonus for the applicable year (subject to Section 10 of this Agreement).

6. Long Term Incentive Compensation. Any Metavante Corporation Long Term Incentive Plan awards previously granted to Executive shall continue in effect in accordance with the terms of such Plan and awards, modified as provided in the Employee Matters Agreement between Metavante Technologies, Metavante Corporation, Marshall & Ilsley Corporation and New M&I Corporation dated April 3, 2007, as amended (the "**Employee Matters Agreement**"). For 2008 and subsequent years, Executive will be eligible to participate in any long term incentive compensation plans established for the senior executive officers of Metavante Technologies; provided however, that Metavante Technologies shall be under no obligation to establish such a plan.

7. Equity Compensation. Options with respect to Marshall & Ilsley Corporation held by Executive prior to the Separation shall be converted at the time of the Separation into options with respect to Metavante Technologies granted under the Metavante 2007 Equity Incentive Plan (the "**Metavante Equity Incentive Plan**") in accordance with the Employee Matters Agreement. Subject to the approval of the Compensation Committee, Executive will also receive a grant of options with respect to 275,000 shares of Metavante Technologies common stock from the Metavante Equity Incentive Plan shortly following the Separation, and such options will vest in accordance with the terms of the applicable award agreement. Executive shall be entitled to participate in the Metavante Equity Incentive Plan for 2008 and subsequent years, with future awards, if any, determined in the discretion of the Compensation Committee consistent with the terms of the Metavante Equity Incentive Plan.

8. Perquisites and Expense Reimbursement. Executive shall receive such perquisites as are provided by Metavante Technologies to its senior executive officers. Metavante Technologies shall reimburse the Executive for all reasonable out-of-pocket business expenses incurred by the Executive in performing services under this Agreement in accordance with Metavante Technologies' expense reimbursement policy, upon submission of such accounts and records as may be required under Metavante Technologies policy.

9. Benefit Plans and Programs.

(a) Benefit Plans. Executive shall generally be eligible to participate in all qualified and nonqualified retirement plans and all health and welfare benefit plans as are made generally available for the participation of senior executives of Metavante Technologies ("**Benefit Plans**"), in accordance with the respective terms of such Benefit Plans.

(b) Vacation. Executive shall be entitled to paid vacation from his duties under this Agreement in accordance with the vacation policy of Metavante Technologies for senior executives of Metavante Technologies.

10. Termination of Employment.

(a) Termination of Employment. This Agreement shall terminate upon the earliest of (i) the Executive's death or Disability, (ii) the date set forth in a written notice by the Executive to Metavante Technologies that the Executive is terminating Executive's employment, or (iii) such date as set forth in a written notice by Metavante Technologies to Executive that Metavante Technologies is terminating Executive's employment (whether for Cause or without Cause).

(b) Definitions.

(i) "Cause" shall mean:

(A) the Executive's conviction of, or a plea of guilty or nolo contendere to, a felony or other crime (except for misdemeanors which are not materially injurious to, or to the business reputation of, Metavante Technologies or an Affiliate);

(B) Executive's willful refusal to perform in any material respect the Executive's duties and responsibilities for Metavante Technologies or an Affiliate or failure of the Executive to comply in any material respect with the polices and procedures of Metavante Technologies or an Affiliate at which Executive serves as an officer and/or director;

(C) fraud or other illegal conduct in the Executive's performance of duties for Metavante Technologies or an Affiliate; or

(D) any conduct by the Executive which is materially injurious to Metavante Technologies or an Affiliate or materially injurious to the business reputation of Metavante Technologies or an Affiliate.

Prior to termination of the Executive for Cause pursuant to Sections 10(b)(i)(B), 10(b)(i)(C) or 10(b)(i)(D) of this Agreement, the Executive will be provided with written notice from Metavante Technologies describing in detail the conduct forming the basis for the alleged Cause and to the extent curable, a reasonable opportunity (of not less than 10 days) to cure such conduct before the Company may terminate for Cause. Any termination for "Cause" will not limit any other right or remedy Metavante Technologies may have under this Agreement or otherwise.

(ii) "Good Reason" shall mean:

(A) any reduction in the Executive's Base Salary or the Executive's Target Annual Bonus;

(B) the relocation of the offices at which the Executive is principally employed to a location which is more than 30 miles from the location of the offices at which the Executive is principally employed as of the Effective Date (provided, that travel in the ordinary course of performing Executive's duties hereunder shall not be deemed to be a relocation of the office at which the Executive is principally employed);

(C) a material diminution of the Executive's title from his title on the Effective Date;

(D) if Executive is or becomes a Director of Metavante Technologies, removal of the Executive as such a Director or failure to re-elect Executive as such a Director;

(E) removal of the Executive from the Executive Committee of Metavante Technologies;

(F) Metavante Technologies' non-renewal of the Term of Employment as provided for in Section 2 of this Agreement; or

(G) A material breach of a material provision of this Agreement by Metavante Technologies.

Prior to the Executive's termination for Good Reason, Executive will provide Metavante Technologies with written notice describing in detail the conduct forming the basis for the alleged Good Reason and Metavante Technologies shall have a reasonable period (of not less than 10 days) to cure such conduct before Executive may terminate for Good Reason. Any termination for "Good Reason" will not limit any other right or remedy Executive may have under this Agreement or otherwise.

(c) Termination due to Disability, Termination by Metavante Technologies for Cause or by the Executive without Good Reason. If the Executive's employment is terminated as a result of the Executive's Disability, or if Executive's employment is terminated by Metavante Technologies for Cause or by the Executive without Good Reason, then the Executive, or his estate or designated beneficiaries, shall be entitled to receive only:

(i) any Base Salary earned but not yet paid through the date of Executive's death, Disability or termination;

(ii) reimbursement in accordance with this Agreement of any business expense incurred by the Executive but not yet reimbursed; and

(iii) other benefits accrued and earned (including unused vacation) by the Executive through the date of Executive's Disability or termination in accordance with applicable plans and programs of Metavante Technologies.

For purposes of this Agreement "Disability" shall mean the absence of Executive from Executive's duties on a full-time basis for at least 90 out of one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative (such acceptance not to be unreasonably withheld), provided that if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term of Employment, it may give to Executive written notice in accordance with Section 24 of this Agreement of its intention to terminate Executive's employment. In such event, Executive's employment shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive, provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(d) Termination by Metavante Technologies without Cause or by the Executive with Good Reason. If, during the Term of Employment, the Executive's employment is terminated by Metavante Technologies without Cause, or by the Executive with Good Reason, the Executive shall be entitled to receive only:

(i) any payments and benefits described in Section 10(c)(i) through 10(c)(iii) above, as well as any accrued but unpaid annual bonuses for fiscal years already completed;

(ii) as a severance payment, a lump sum cash payment payable six (6) months after Executive's termination equal to the product of (A) two multiplied by (B) the sum of: (I) Executive's annual Base Salary at the time of the Executive's termination and (II) Executive's target Annual Bonus for the year of the Executive's termination;

(iii) The pro rata portion of Executive's Annual Bonus which would have been paid to Executive for the year of termination based on actual performance as determined in the discretion of the Compensation Committee (which determination shall be made on a basis consistent with those determinations made for then-current members of the Executive Committee of Metavante Technologies), payable at such time as annual bonuses are otherwise paid to active employees of Metavante Technologies.

(iv) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, accelerated vesting in all time-based vesting awards under the Metavante Equity Incentive Plan that would have become vested within one (1) year of Executive's termination;

(v) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, to the extent that Executive's termination occurs within one year prior to the conclusion of a performance-based vesting cycle for a performance-based award under the Metavante Equity Incentive Plan, such award shall remain eligible for vesting based on actual performance (determined at the end of such cycle), provided that such eligibility for vesting shall be limited to a pro-rated portion of such award (based on Executive's period of service during the applicable performance period);

(vi) Continuation of benefits under all plans which are welfare benefit plans for a period of 24 months, provided however that if Executive obtains subsequent employment providing welfare benefits, Metavante Technologies' obligation to provide welfare benefits shall cease; and

(vii) Outplacement services from a provider selected by Executive at a cost to Metavante Technologies which shall not exceed $25,000.

(e) Termination Due to Death. If the Executive's employment is terminated as a result of the Executive's death, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that Metavante Technologies shall provide any payments described in Section 10(c)(i) through Section 10(c)(iii) above with such payments being made to Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days after the date of death. In addition, Executive's estate or beneficiary, as applicable, shall receive six months of Annual Base Salary which shall be paid on a monthly basis over the six month period following the month of the Executive's death. In

addition, “other benefits” shall be provided following the Executive’s death which shall be benefits for Executive’s family at least equal to the most favorable benefits provided by Metavante Technologies to surviving families of peer executives of Metavante Technologies and its affiliates under such plans, programs, practice and policies relating to family death benefits, if any, as in effect with respect to such peer executives and their families at any time during the 12 month period ending on the date of the Executive’s death.

(f) Limitations. Notwithstanding any other provision of Section 10(c) or (d)(vi) to the contrary, (i) to the extent any benefits provided pursuant to Section 10(d)(vi) or “other benefits” provided pursuant to Section 10(c) during the first six months after Executive’s termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of the regulations under Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”)), Executive shall pay the cost of such coverage during the first six months following termination and shall be reimbursed for the cost of such coverage six months after Executive’s termination; and (ii) severance payments pursuant to Section 10(d) are conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive’s termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems reasonably necessary for purposes of ensuring its enforceability or to comply with applicable law). Notwithstanding any other provision of this Section 10 to the contrary, including the preceding sentence, if the provision of any medical benefits coverage pursuant to this Section 10 would be discriminatory within the meaning of Section 105(h) of the Internal Revenue Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of such coverage and Executive (or his survivors, as the case may be) shall not be reimbursed by Metavante Technologies for doing so.

(g) Nonduplication of Payments. In the event that the Executive receives payments and benefits pursuant to Section 10 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any Affiliate, provided that once a “Change of Control” has occurred as defined in the Executive’s Change of Control Agreement, this Agreement shall cease to be of any force and effect, and, instead, any payments Executive may be entitled to as a result of termination of employment shall be paid under Executive’s Change of Control Agreement.

(h) 409A. In order to facilitate compliance with Section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted under Section 409A of the Code.

11. Representation and Warranties/Noncompetition and Nonsolicitation.

(a) Acknowledgement by Executive. The Executive acknowledges and agrees that the contacts and relationships of Metavante Technologies and its Affiliates with its customers, suppliers, licensors and other business relations are, and have been, established and maintained at great expense and provide Metavante Technologies and its Affiliates with a

substantial competitive advantage in conducting their business. The Executive acknowledges and agrees that by virtue of the Executive's employment with Metavante Technologies, the Executive will have unique and extensive exposure to and personal contact with customers, suppliers, licensors and other business relations of Metavante Technologies and its Affiliates, and that Executive will be able to establish a unique relationship with those persons that will enable Executive, both during and after employment, to unfairly compete with Metavante Technologies and its Affiliates. Executive acknowledges that Metavante Technologies and/or its Affiliates markets and sells products and services to customers throughout the United States and in Canada, that Executive's job duties will include the entire United States and Canada and could be expanded to cover other markets outside the United States and Canada, and that the Confidential Information (as defined in the Employee Confidentiality and Property Agreement) of Metavante Technologies and/or its Affiliates and Executive's customer knowledge and relationships would be of value to a competitor in competing against Metavante Technologies and/or its Affiliates anywhere in the United States and in Canada and in any other markets outside the United States and Canada into which Metavante Technologies and/or one of its Affiliates may expand its activities. Furthermore, the Parties agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of the business, trade secrets and Confidential Information of Metavante Technologies and its Affiliates and to prevent great damage or loss to Metavante Technologies and its Affiliates as a result of action taken by the Executive. The Executive also acknowledges and agrees that the consideration provided for herein is sufficient to fully and adequately compensate the Executive for agreeing to such restrictions.

(b) Non-Competition. During the period commencing on the Effective Date and ending on the one-year anniversary of termination of the Executive's employment for any reason (the "**Restricted Period**"), Executive will not (i) in any capacity, directly or indirectly, participate in, provide assistance to, or have a financial or other interest in any activity or other enterprise which competes with Metavante Technologies or any of its Affiliates or (ii). accept employment with, or consult with, or otherwise provide any services to, any person or entity (including one in which Executive has an ownership interest) that competes with Metavante Technologies and/or any of its Affiliates in any capacity in any portion of the Territory, as defined herein. Notwithstanding the foregoing, it shall not be a violation of this Section 11(b) for the Executive to join a commercial enterprise with multiple divisions or business lines if the division or business line that is competitive with the businesses of Metavante Technologies or any of its Affiliates provides less than 5% of such commercial enterprise's net revenues and sales for its most recently completed fiscal year, and the Executive has no direct involvement with (including oversight), and performs no functions on behalf of the division or business line that is competitive with the businesses of Metavante Technologies or any of its Affiliates. The passive ownership of less than a 5% interest in a corporation whose shares are traded in a recognized stock exchange or traded in the over-the-counter market, even though that corporation may be a competitor of Metavante Technologies or any of its Affiliates, shall not be deemed to violate the restriction in the immediately preceding sentence. "Territory" shall be limited to the United States and Canada and unless Metavante Technologies and/or any of its Affiliates, at the time of termination of Executive's employment, is selling and marketing its products and/or services in markets outside the United States and Canada and Executive's job duties involve any of those markets, in which case "Territory" shall include the United States and Canada plus any other geographic market with respect to which Executive has job duties as of

the date of termination of employment with Metavante Technologies and/or any of its Affiliates. If Executive is considering taking a position to work for, or consult with, a person or entity that competes with Metavante Technologies and/or any of its Affiliates, and Executive provides the details of the position, then within fourteen (14) days of receipt of all necessary information, Metavante Technologies will advise Executive whether it considers that position to be a breach of this Agreement.

(c) Non-Solicitation. During the Restricted Period, the Executive shall not directly or indirectly (i) induce or attempt to induce any employee or independent contractor of Metavante Technologies or any Affiliate to leave Metavante Technologies or such Affiliate, or in any way interfere with the relationship between Metavante Technologies or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, (ii) hire any person who was an employee or independent contractor of Metavante Technologies or any Affiliate until twelve (12) months after such individual's relationship with Metavante Technologies or such Affiliate has been terminated or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of Metavante Technologies or any Affiliate to cease doing business with Metavante Technologies or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and Metavante Technologies or any Affiliate, on the other hand.

12. Return of Property. All equipment, books, records, papers, notes, catalogs, compilations of information, data bases, correspondence, recordings, stored data (including data or files that exist on any personal computer), software, and any other physical items, including copies and duplicates, that Executive generates or develops or which come into Executive's possession or control during employment with Metavante Technologies, whether of a public nature or not, shall be and remain the property of Metavante Technologies, and Executive shall deliver all such materials and items, and any and all copies of them, to Metavante Technologies upon termination of employment.

13. Employee Confidentiality and Property Agreement. As a condition of Executive's employment hereunder, Executive shall execute and deliver to Metavante Technologies on the date hereof an Employee Confidentiality and Property Agreement in the form attached hereto as Exhibit B to the extent that Executive does not already have such an agreement in effect covering Executive's employment with Metavante Technologies.

14. Common and Statutory Law of Torts and Trade Secrets. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Executive or Metavante Technologies and its Affiliates broader protection than that provided herein.

15. Specific Performance. The Executive re-affirms Section 11(a) and further acknowledges and agrees that the terms of Sections 11, 12 and 13: (i) are reasonable in light of all of the circumstances, (ii) are sufficiently limited to protect the legitimate interests of the Company, (iii) impose no undue hardship on the Executive and (iv) are not injurious to the public. The Executive further acknowledges and agrees that irreparable injury to Metavante Technologies may result in the event the Executive breaches any covenant or agreement

contained in Section 11 or the Employee Confidentiality and Property Agreement and that the remedy at law for the breach of any such covenant will be inadequate. Therefore, if the Executive engages in any act in violation of the provisions of Section 11 or the Employee Confidentiality and Property Agreement (or threatens to engage in any act in violation of such provisions), the Executive agrees that Metavante Technologies shall be entitled, in addition to such other remedies and damages as may be available to it by law (including money damages) or under this Agreement, to temporary and permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage, in addition to, and not in lieu of, such other remedies as may be available to the Metavante Technologies for such breach, including the recovery of money damages.

16. Withholding Taxes. All payments to the Executive or his beneficiary hereunder, including, without limitation, Base Salary and Annual Bonuses, shall be subject to withholding on account of federal, state and local taxes as required by law, and other customary or required deductions. If any payment hereunder is insufficient to provide the amount of such taxes required to be withheld, Metavante Technologies may withhold such taxes from any other payment due the Executive or his beneficiary.

17. Assignability; Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, testamentary trustees, devisees, or legatees, by operation of law or otherwise (in the case of the Executive) and permitted assigns. No rights or obligations of Metavante Technologies under this Agreement may be assigned or transferred by Metavante Technologies except that such rights or obligations may be assigned or transferred pursuant to (a) a merger or consolidation in which Metavante Technologies is not the surviving entity or (b) a sale or liquidation of all or substantially all of the assets of Metavante Technologies. No obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than by operation of law. No third party shall be deemed to be a beneficiary of this Agreement, except for Affiliates of Metavante Technologies.

18. Entire Agreement. This Agreement, the Executive's Change of Control Agreement and the Employee Confidentiality and Property Agreement, shall be deemed to contain the entire understanding and agreement between the Parties concerning the subject matter hereof and shall supersede any other prior agreements, negotiations, or commitments, whether written or oral, between the Parties concerning the subject matter hereof; and all such other agreements, negotiations, commitments and writings will have no further force or effect, and the Parties to any such other agreement, negotiation, commitment or writing will have no further rights or obligations thereunder.

19. Amendment. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both the Executive and an authorized officer of Metavante Technologies. In the event of any conflict between the terms of this Agreement and any provision or policy set forth in any of Metavante Technologies' employee manuals, handbooks or other written materials, this Agreement shall be deemed to control. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement, including Exhibits A and B, to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of Metavante Technologies, as the case may be.

20. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in Section 11 of this Agreement or in the Employee Confidentiality and Property Agreement are held to be unreasonable, illegal, void, unenforceable or against public policy, such covenants shall be considered divisible with respect to duration, matter, and geographic area, and any court so holding shall reduce the duration, matter, and/or geographic area of such covenants, and in such reduced form such covenants shall be enforceable and shall be enforced.

21. Survival. Except in a termination pursuant to Section 1 due to the Separation not occurring on or prior to April 4, 2008 (in which case no rights or obligations survive) the rights and obligations of the parties under Sections 10-24 shall survive any termination of this Agreement.

22. Directors and Officers Liability Coverage; Indemnification. To the extent that Metavante Technologies obtains coverage under a directors and officers liability insurance policy, the Executive will be entitled to such coverage on a basis that is consistent with that provided to similarly situated officers and directors, as applicable. Metavante Technologies shall indemnify and hold Executive harmless, to the fullest extent permitted by applicable law for acts taken within the scope of his employment. The provisions of this Section 22 shall not be deemed exclusive of any other rights to which the Executive seeking indemnification may have under any by-law, agreement, vote of stockholders or directors, or otherwise. The provisions of this Section 22 shall survive the termination of this Agreement for any reason.

23. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Wisconsin, without reference to principles of conflict of laws.

24. Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing, when personally delivered, or when deposited in the U.S. mail, postage prepaid, by registered or certified mail, or when deposited with a nationally recognized overnight carrier for delivery by overnight mail, or when sent by facsimile actually received by the receiving facsimile machine, in the case of Executive, to:

Frank G. D'Angelo
10498 North Hidden Creek Court
Mequon, WI 53092

and, in the case of Company, to:

Metavante Technologies
4900 West Brown Deer Road Brown Deer, WI 53223
Attn: Chief Administrative Officer
Facsimile No. (414) 362-1705

or to such other address as Metavante Technologies or Executive may designate by notice to the other given in accordance with this Section 25.

25. Headings. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

26. Reimbursement of Executive's Preparation/Negotiation Expenses. Provided that Executive commences employment with Metavante Technologies, Metavante Technologies shall reimburse the Executive for reasonable attorneys' fees incurred by Executive in connection with the preparation and negotiation of this Agreement, provided that such reimbursements shall not exceed $2,500 in the aggregate.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

METAVANTE TECHNOLOGIES, INC.

BY: /s/ Donald W. Layden, Jr.
(signature)

Donald W. Layden, Jr.
(print name)

Senior Executive Vice President
(title)

EXECUTIVE

/s/ Frank G. D'Angelo
Frank G. D'Angelo

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Employment Agreement with Metavante Technologies, Inc. (my "Employment Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Employment Agreement. I also understand that I will receive the conditional benefits described in my Employment Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Employment Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Employment Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Employment Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to the Company's Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2_____.

_____

Vice President, Human Resources

EXHIBIT B

METAVANTE TECHNOLOGIES, INC.
EMPLOYEE CONFIDENTIALITY AND PROPERTY AGREEMENT

Definition and Purpose

The dimensions and scope of Metavante Technologies, Inc. (“Metavante”) represent a substantial investment in capital and information. In order to help protect the interests of Metavante, its customers, and its employees, this document has been drafted to more clearly define the currently existing rights and responsibilities of Metavante and its employees and serves as an employee-employer agreement that these conditions are understood.

Confidentiality

During the performance of my duties, I recognize that I will come into contact with Confidential Information. I agree that this information is to be used solely in connection with the performance of my authorized job functions and will not otherwise be disclosed either during or after my employment with Metavante for so long as such information is of economic value to Metavante and would be useful to a competitor in competing against Metavante. Confidential Information includes, but is not limited to:

Customer Lists, Customer Data and Information

- Account Data and Information
- Planning Data
- Marketing Data
- Software, Documentation, Formulas, and Development Information
- Hardware Information
- Operational Information
- Cost and Profit Information

“Confidential Information” also includes any other information of a similar nature, but does not include any information that is or becomes public knowledge through no fault of mine (as of the date it becomes public), or that was rightfully communicated to me by a third party not under a duty of confidence to Metavante, or that was known to me before I began employment at Metavante.

Company Information and Property

I agree that all programs, sub-routines, codes, formulas, documentation, and other inventions, discoveries, developments, improvements, ideas, copyrightable creations, works of authorship, mask works and other contributions (“Creations”) whether or not patented or patentable, or copyrighted or copyrightable, which are conceived, made, developed, created or acquired by me, either individually or jointly, during my employment at Metavante and which relate in any manner to my work for Metavante the research or business of Metavante or fields to which the

business of Metavante may reasonably extend (regardless of the extent developed at Metavante facilities, at my home, or elsewhere), belong to Metavante and I do hereby sell, assign and transfer to Metavante my entire right, title and interest (worldwide) in and to the Creations and all intellectual property rights thereto. I agree I will keep complete records of all such Creations. I agree to sign and deliver any and all lawful applications, assignments, and any other documents which Metavante requests for protecting the Creations in the United States and any other country. I also agree to cooperate fully with Metavante at Metavante's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Creations.

Metavante acknowledges that the previous paragraph in this section does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Metavante was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Metavante or (ii) to Metavante actual or demonstrably anticipated research or development or (b) the invention results from any work performed by me for Metavante.

I further agree that any equipment, books, records, papers, notes, catalogs, compilations of information, databases, correspondence, recordings, stored data, software, or any other physical items (including copies and duplicates) that Metavante provides to me or that I generate or develop while employed by Metavante and that relate directly or indirectly to Metavante's business remain the property of Metavante and I will promptly deliver all such materials and items, and any and all copies of them, to Metavante upon termination of employment.

Reserved Inventions

Attached to this form is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by Metavante and which I wish to exclude from this agreement.

Existence of Any Conflicting Agreement, Nondisclosure of Invention

To the best of my knowledge, there is no other contract to assign inventions that is now in existence between me and any other person, corporation, or partnership, unless I have so indicated on the bottom of this form and unless a copy of such other contract is attached hereto.

I also agree that I will not reveal to Metavante or use while employed by Metavante any confidential information of any other party to the extent I am obligated to retain such information in confidence.

Company Equipment and Resources

I further understand that all computer resources are the property of Metavante and may not be used for personal or non-business purposes.

Assignability

I agree that Metavante's rights under this Agreement are fully assignable by Metavante and will inure to the benefit of Metavante's successors and assigns.

Miscellaneous

As used in this Agreement, the term “Metavante” shall include Metavante Technologies, Inc. and all of its current and future parents, subsidiaries, affiliates and joint ventures.

_____

Employee Signature

_____

Employee Name-Please Print

_____

Date

METAVANTE TECHNOLOGIES, INC.
RESERVED INVENTIONS

Employee Name: _____

Metavante Company: _____

Patented Inventions (include product descriptions and related dates): _____

Other Inventions (include product descriptions and related dates): _____

☐ I do not have any inventions to disclose.

_____ _____

Employee Signature Date

Exhibit 10.5

METAVANTE TECHNOLOGIES, INC.
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is dated as of the 1st day of November, 2007 by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) ("**Metavante Technologies**"), a Wisconsin corporation, and DONALD W. LAYDEN, JR. (the "**Executive**").

PREMISES

Pursuant to an agreement (the "**Separation Agreement**") between Metavante Corporation, Metavante Technologies, Marshall & Ilsley Corporation, a Wisconsin corporation and New M&I Corporation, a Wisconsin Corporation, dated April 3, 2007, Metavante Technologies will become a separate public company and will become the parent of Metavante Corporation.

Metavante Technologies wishes to assure itself of the services of the Executive for the period after the date the separation (the "**Separation**") of Metavante Technologies into a separate public company is effective (the "**Effective Date**") and the Executive is willing to be employed by Metavante Technologies upon the terms and conditions provided in this Agreement following the Effective Date.

AGREEMENTS

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, Metavante Technologies and the Executive (individually, a "**Party**" and together, the "**Parties**") agree as follows:

1. Employment. Metavante Technologies hereby agrees to employ the Executive, and the Executive hereby agrees to serve Metavante Technologies, on the terms and conditions set forth herein from and after the Effective Date. If the Separation does not occur on or prior to April 4, 2008 this Agreement shall be null and void.

2. Term. Except as provided below, the term of this Agreement shall begin on the Effective Date and shall continue until the second anniversary of the Effective Date unless earlier terminated pursuant to Section 10 below (the "**Initial Term of Employment**"). If neither party has (a) terminated this Agreement pursuant to Section 10 below, or (b) given notice not less than sixty (60) days prior to the end of the Initial Term of Employment or any Renewal Term of its intention not to renew the term of this Agreement, then the term of this Agreement shall continue for successive one-year periods (each, a "**Renewal Term**") after the end of the Initial Term of Employment and each Renewal Term (such Renewal Terms together with the Initial Term of Employment, the "**Term of Employment**"). The Term of Employment shall automatically end upon termination of the Executive's employment for any reason. Upon the Executive's termination of employment with Metavante Technologies for any reason, he shall immediately resign all offices and positions (including directorships) with Metavante Technologies or any of its subsidiaries or affiliates (collectively, the "**Affiliates**").

3. Position and Duties.

(a) The Executive shall serve as a Senior Executive Vice President of Metavante Technologies, and shall perform all duties customarily attendant to such position and such other duties as may reasonably be assigned from time to time by the Board of Directors (the "**Board**") or the Chief Executive Officer of Metavante Technologies, in each case, in accordance with company policy as set forth from time to time by the Board and subject to the terms hereof. At the request of Metavante Technologies, Executive will also serve as an officer and/or member of the board of directors of any Affiliate, without additional compensation.

(b) The Executive agrees to devote all of his business attention and time to the performance of his duties and responsibilities hereunder during the Term of Employment and to use his reasonable best efforts to perform faithfully, effectively and efficiently his responsibilities and obligations hereunder, provided that if such service and activities do not interfere with the performance of the Executive's responsibilities hereunder or the conduct of the ordinary course of the business of Metavante Technologies or its Affiliates, the Executive may take reasonable amounts of time to engage in additional activities in connection with personal investments and community activities, and may serve as a member of the board of directors of up to two public companies which do not compete with Metavante Technologies, provided that such service on any particular board of directors (other than the board of directors of Firstsource Solutions, Ltd., service on which shall be deemed approved) shall be subject to the consent of the Board of Directors, such consent not to be unreasonably withheld.

4. Base Salary. During the Term of Employment, the Executive shall receive from Metavante Technologies a base salary at an annual rate of Four Hundred Thousand Dollars ($400,000) per year (such annual rate of compensation, as it may be increased from time to time, is referred to herein as the "**Base Salary**"), payable in accordance with the regular payroll practices of Metavante Technologies. Executive's Base Salary shall be subject to annual review for increase by the Compensation Committee of the Board (the "**Compensation Committee**") during the Term of Employment.

5. Annual Bonus. During the Term of Employment, the Executive shall be eligible to earn an annual bonus (the "**Annual Bonus**"). With respect to fiscal year 2008 and subsequent fiscal years, Executive's target Annual Bonus will be equal to 75% of Executive's Base Salary (the "**Target Annual Bonus**") with the actual Annual Bonus equal to between 0% and 150% of Executive's Base Salary based on actual performance. The Annual Bonus shall be determined and awarded in the discretion of the Compensation Committee based on the achievement of performance objectives for the applicable year. Unless the Executive is employed on the applicable payment date for annual bonuses, the Executive will not be entitled to receive the Annual Bonus for the applicable year (subject to Section 10 of this Agreement).

6. Long Term Incentive Compensation. Any Metavante Corporation Long Term Incentive Plan awards previously granted to Executive shall continue in effect in accordance with the terms of such Plan and awards, modified as provided in the Employee Matters Agreement between Metavante Technologies, Metavante Corporation, Marshall & Ilsley Corporation and New M&I Corporation dated April 3, 2007, as amended (the "**Employee**

Matters Agreement"). For 2008 and subsequent years, Executive will be eligible to participate in any long term incentive compensation plans established for the senior executive officers of Metavante Technologies; provided however, that Metavante Technologies shall be under no obligation to establish such a plan.

7. Equity Compensation. Options with respect to Marshall & Ilsley Corporation held by Executive prior to the Separation shall be converted at the time of the Separation into options with respect to Metavante Technologies granted under the Metavante 2007 Equity Incentive Plan (the "**Metavante Equity Incentive Plan**") in accordance with the Employee Matters Agreement. Subject to the approval of the Compensation Committee, Executive will also receive a grant of options with respect to 275,000 shares of Metavante Technologies common stock from the Metavante Equity Incentive Plan shortly following the Separation, and such options will vest in accordance with the terms of the applicable award agreement. Executive shall be entitled to participate in the Metavante Equity Incentive Plan for 2008 and subsequent years, with future awards, if any, determined in the discretion of the Compensation Committee consistent with the terms of the Metavante Equity Incentive Plan.

8. Perquisites and Expense Reimbursement. Executive shall receive such perquisites as are provided by Metavante Technologies to its senior executive officers. Metavante Technologies shall reimburse the Executive for all reasonable out-of-pocket business expenses incurred by the Executive in performing services under this Agreement in accordance with Metavante Technologies' expense reimbursement policy, upon submission of such accounts and records as may be required under Metavante Technologies policy.

9. Benefit Plans and Programs.

(a) Benefit Plans. Executive shall generally be eligible to participate in all qualified and nonqualified retirement plans and all health and welfare benefit plans as are made generally available for the participation of senior executives of Metavante Technologies ("**Benefit Plans**"), in accordance with the respective terms of such Benefit Plans.

(b) Vacation. Executive shall be entitled to paid vacation from his duties under this Agreement in accordance with the vacation policy of Metavante Technologies for senior executives of Metavante Technologies.

(c) Retiree Health. Notwithstanding whether Separation occurs on or prior to April 4, 2008 and Section 21 hereof, upon termination of employment at any time for any reason other than Cause, Executive shall be entitled to access to retiree health coverage from Metavante Technologies, if any, on the same terms and conditions as if Executive had satisfied the minimum age and service conditions for such coverage as of the Effective Date, provided however, that Executive shall pay the entire premium (including any administrative costs) for such coverage unless Executive qualifies for a subsidy based on his actual age and actual service with Metavante Technologies, it being understood that this Section 9(c) shall cease to apply in the event that Metavante Technologies no longer provides such coverage.

10. Termination of Employment.

(a) Termination of Employment. This Agreement shall terminate upon the earliest of (i) the Executive's death or Disability, (ii) the date set forth in a written notice by the Executive to Metavante Technologies that the Executive is terminating Executive's employment, or (iii) such date as set forth in a written notice by Metavante Technologies to Executive that Metavante Technologies is terminating Executive's employment (whether for Cause or without Cause).

(b) Definitions.

(i) "Cause" shall mean:

(A) the Executive's conviction of, or a plea of guilty or nolo contendere to, a felony or other crime (except for misdemeanors which are not materially injurious to, or to the business reputation of, Metavante Technologies or an Affiliate);

(B) Executive's willful refusal to perform in any material respect the Executive's duties and responsibilities for Metavante Technologies or an Affiliate or failure of the Executive to comply in any material respect with the polices and procedures of Metavante Technologies or an Affiliate at which Executive serves as an officer and/or director;

(C) fraud or other illegal conduct in the Executive's performance of duties for Metavante Technologies or an Affiliate; or

(D) any conduct by the Executive which is materially injurious to Metavante Technologies or an Affiliate or materially injurious to the business reputation of Metavante Technologies or an Affiliate.

Prior to termination of the Executive for Cause pursuant to Sections 10(b)(i)(B), 10(b)(i)(C) or 10(b)(i)(D) of this Agreement, the Executive will be provided with written notice from Metavante Technologies describing in detail the conduct forming the basis for the alleged Cause and to the extent curable, a reasonable opportunity (of not less than 10 days) to cure such conduct before the Company may terminate for Cause. Any termination for "Cause" will not limit any other right or remedy Metavante Technologies may have under this Agreement or otherwise.

(ii) "Good Reason" shall mean:

(A) any reduction in the Executive's Base Salary or the Executive's Target Annual Bonus;

(B) the relocation of the offices at which the Executive is principally employed to a location which is more than 30 miles from the location of the offices at which the Executive is principally employed as of the Effective Date (provided, that travel in the ordinary course of performing Executive's duties hereunder shall not be deemed to be a relocation of the office at which the Executive is principally employed);

(C) a material diminution of the Executive's title from his title on the Effective Date;

(D) if Executive is or becomes a Director of Metavante Technologies, removal of the Executive as such a Director or failure to re-elect Executive as such a Director;

(E) removal of the Executive from the Executive Committee of Metavante Technologies;

(F) Metavante Technologies' non-renewal of the Term of Employment as provided for in Section 2 of this Agreement; or

(G) A material breach of a material provision of this Agreement by Metavante Technologies.

Prior to the Executive's termination for Good Reason, Executive will provide Metavante Technologies with written notice describing in detail the conduct forming the basis for the alleged Good Reason and Metavante Technologies shall have a reasonable period (of not less than 10 days) to cure such conduct before Executive may terminate for Good Reason. Any termination for "Good Reason" will not limit any other right or remedy Executive may have under this Agreement or otherwise.

(c) Termination due to Disability, Termination by Metavante Technologies for Cause or by the Executive without Good Reason. If the Executive's employment is terminated as a result of the Executive's Disability, or if Executive's employment is terminated by Metavante Technologies for Cause or by the Executive without Good Reason, then the Executive, or his estate or designated beneficiaries, shall be entitled to receive only:

(i) any Base Salary earned but not yet paid through the date of Executive's death, Disability or termination;

(ii) reimbursement in accordance with this Agreement of any business expense incurred by the Executive but not yet reimbursed; and

(iii) other benefits accrued and earned (including unused vacation) by the Executive through the date of Executive's Disability or termination in accordance with applicable plans and programs of Metavante Technologies.

For purposes of this Agreement "Disability" shall mean the absence of Executive from Executive's duties on a full-time basis for at least 90 out of one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative (such acceptance not to be unreasonably withheld), provided that if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term of Employment, it may give to Executive written notice in accordance with Section 24 of

this Agreement of its intention to terminate Executive's employment. In such event, Executive's employment shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive, provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(d) Termination by Metavante Technologies without Cause or by the Executive with Good Reason. If, during the Term of Employment, the Executive's employment is terminated by Metavante Technologies without Cause, or by the Executive with Good Reason, the Executive shall be entitled to receive only:

(i) any payments and benefits described in Section 10(c)(i) through 10(c)(iii) above, as well as any accrued but unpaid annual bonuses for fiscal years already completed;

(ii) as a severance payment, a lump sum cash payment payable six (6) months after Executive's termination equal to the product of (A) two multiplied by (B) the sum of: (I) Executive's annual Base Salary at the time of the Executive's termination and (II) Executive's target Annual Bonus for the year of the Executive's termination;

(iii) The pro rata portion of Executive's Annual Bonus which would have been paid to Executive for the year of termination based on actual performance as determined in the discretion of the Compensation Committee (which determination shall be made on a basis consistent with those determinations made for then-current members of the Executive Committee of Metavante Technologies), payable at such time as annual bonuses are otherwise paid to active employees of Metavante Technologies.

(iv) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, accelerated vesting in all time-based vesting awards under the Metavante Equity Incentive Plan that would have become vested within one (1) year of Executive's termination;

(v) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, to the extent that Executive's termination occurs within one year prior to the conclusion of a performance-based vesting cycle for a performance-based award under the Metavante Equity Incentive Plan, such award shall remain eligible for vesting based on actual performance (determined at the end of such cycle), provided that such eligibility for vesting shall be limited to a pro-rated portion of such award (based on Executive's period of service during the applicable performance period);

(vi) Continuation of benefits under all plans which are welfare benefit plans for a period of 24 months, provided however that if Executive obtains subsequent employment providing welfare benefits, Metavante Technologies' obligation to provide welfare benefits shall cease; and

(vii) Outplacement services from a provider selected by Executive at a cost to Metavante Technologies which shall not exceed $25,000.

(e) Termination Due to Death. If the Executive's employment is terminated as a result of the Executive's death, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that Metavante Technologies shall provide any payments described in Section 10(c)(i) through Section 10(c)(iii) above with such payments being made to Executive's estate or beneficiary, as applicable, in a lump sum in cash within 30 days after the date of death. In addition, Executive's estate or beneficiary, as applicable, shall receive six months of Annual Base Salary which shall be paid on a monthly basis over the six month period following the month of the Executive's death. In addition, "other benefits" shall be provided following the Executive's death which shall be benefits for Executive's family at least equal to the most favorable benefits provided by Metavante Technologies to surviving families of peer executives of Metavante Technologies and its affiliates under such plans, programs, practice and policies relating to family death benefits, if any, as in effect with respect to such peer executives and their families at any time during the 12 month period ending on the date of the Executive's death.

(f) Limitations. Notwithstanding any other provision of Section 10(c) or (d)(vi) to the contrary, (i) to the extent any benefits provided pursuant to Section 10(d)(vi) or "other benefits" provided pursuant to Section 10(c) during the first six months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of the regulations under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**")), Executive shall pay the cost of such coverage during the first six months following termination and shall be reimbursed for the cost of such coverage six months after Executive's termination; and (ii) severance payments pursuant to Section 10(d) are conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems reasonably necessary for purposes of ensuring its enforceability or to comply with applicable law). Notwithstanding any other provision of this Section 10 to the contrary, including the preceding sentence, if the provision of any medical benefits coverage pursuant to this Section 10 would be discriminatory within the meaning of Section 105(h) of the Internal Revenue Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of such coverage and Executive (or his survivors, as the case may be) shall not be reimbursed by Metavante Technologies for doing so.

(g) Nonduplication of Payments. In the event that the Executive receives payments and benefits pursuant to Section 10 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any Affiliate, provided that once a "Change of Control" has occurred as defined in the Executive's Change of Control Agreement, this Agreement shall cease to be of any force and effect, and, instead, any payments Executive may be entitled to as a result of termination of employment shall be paid under Executive's Change of Control Agreement.

(h) 409A. In order to facilitate compliance with Section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted under Section 409A of the Code.

11. Representation and Warranties/Noncompetition and Nonsolicitation.

(a) Acknowledgement by Executive. The Executive acknowledges and agrees that the contacts and relationships of Metavante Technologies and its Affiliates with its customers, suppliers, licensors and other business relations are, and have been, established and maintained at great expense and provide Metavante Technologies and its Affiliates with a substantial competitive advantage in conducting their business. The Executive acknowledges and agrees that by virtue of the Executive's employment with Metavante Technologies, the Executive will have unique and extensive exposure to and personal contact with customers, suppliers, licensors and other business relations of Metavante Technologies and its Affiliates, and that Executive will be able to establish a unique relationship with those persons that will enable Executive, both during and after employment, to unfairly compete with Metavante Technologies and its Affiliates. Executive acknowledges that Metavante Technologies and/or its Affiliates markets and sells products and services to customers throughout the United States and in Canada, that Executive's job duties will include the entire United States and Canada and could be expanded to cover other markets outside the United States and Canada, and that the Confidential Information (as defined in the Employee Confidentiality and Property Agreement) of Metavante Technologies and/or its Affiliates and Executive's customer knowledge and relationships would be of value to a competitor in competing against Metavante Technologies and/or its Affiliates anywhere in the United States and in Canada and in any other markets outside the United States and Canada into which Metavante Technologies and/or one of its Affiliates may expand its activities. Furthermore, the Parties agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of the business, trade secrets and Confidential Information of Metavante Technologies and its Affiliates and to prevent great damage or loss to Metavante Technologies and its Affiliates as a result of action taken by the Executive. The Executive also acknowledges and agrees that the consideration provided for herein is sufficient to fully and adequately compensate the Executive for agreeing to such restrictions.

(b) Non-Competition. During the period commencing on the Effective Date and ending on the one-year anniversary of termination of the Executive's employment for any reason (the "**Restricted Period**"), Executive will not (i) in any capacity, directly or indirectly, participate in, provide assistance to, or have a financial or other interest in any activity or other enterprise which competes with Metavante Technologies or any of its Affiliates or (ii). accept employment with, or consult with, or otherwise provide any services to, any person or entity (including one in which Executive has an ownership interest) that competes with Metavante Technologies and/or any of its Affiliates in any capacity in any portion of the Territory, as defined herein. Notwithstanding the foregoing, it shall not be a violation of this Section 11(b) for the Executive to join a commercial enterprise with multiple divisions or business lines if the division or business line that is competitive with the businesses of Metavante Technologies or any of its Affiliates provides less than 5% of such commercial enterprise's net revenues and sales for its most recently completed fiscal year, and the Executive has no direct involvement with (including oversight), and performs no functions on behalf of the division or business line that is competitive with the businesses of Metavante Technologies or any of its

Affiliates. The passive ownership of less than a 5% interest in a corporation whose shares are traded in a recognized stock exchange or traded in the over-the-counter market, even though that corporation may be a competitor of Metavante Technologies or any of its Affiliates, shall not be deemed to violate the restriction in the immediately preceding sentence. "Territory" shall be limited to the United States and Canada and unless Metavante Technologies and/or any of its Affiliates, at the time of termination of Executive's employment, is selling and marketing its products and/or services in markets outside the United States and Canada and Executive's job duties involve any of those markets, in which case "Territory" shall include the United States and Canada plus any other geographic market with respect to which Executive has job duties as of the date of termination of employment with Metavante Technologies and/or any of its Affiliates. If Executive is considering taking a position to work for, or consult with, a person or entity that competes with Metavante Technologies and/or any of its Affiliates, and Executive provides the details of the position, then within fourteen (14) days of receipt of all necessary information, Metavante Technologies will advise Executive whether it considers that position to be a breach of this Agreement.

(c) Non-Solicitation. During the Restricted Period, the Executive shall not directly or indirectly (i) induce or attempt to induce any employee or independent contractor of Metavante Technologies or any Affiliate to leave Metavante Technologies or such Affiliate, or in any way interfere with the relationship between Metavante Technologies or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, (ii) hire any person who was an employee or independent contractor of Metavante Technologies or any Affiliate until twelve (12) months after such individual's relationship with Metavante Technologies or such Affiliate has been terminated or (iii) induce or attempt to induce any customer (whether former or current), supplier, licensee or other business relation of Metavante Technologies or any Affiliate to cease doing business with Metavante Technologies or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and Metavante Technologies or any Affiliate, on the other hand.

12. Return of Property. All equipment, books, records, papers, notes, catalogs, compilations of information, data bases, correspondence, recordings, stored data (including data or files that exist on any personal computer), software, and any other physical items, including copies and duplicates, that Executive generates or develops or which come into Executive's possession or control during employment with Metavante Technologies, whether of a public nature or not, shall be and remain the property of Metavante Technologies, and Executive shall deliver all such materials and items, and any and all copies of them, to Metavante Technologies upon termination of employment.

13. Employee Confidentiality and Property Agreement. As a condition of Executive's employment hereunder, Executive shall execute and deliver to Metavante Technologies on the date hereof an Employee Confidentiality and Property Agreement in the form attached hereto as Exhibit B to the extent that Executive does not already have such an agreement in effect covering Executive's employment with Metavante Technologies.

14. Common and Statutory Law of Torts and Trade Secrets. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Executive or Metavante Technologies and its Affiliates broader protection than that provided herein.

15. Specific Performance. The Executive re-affirms Section 11(a) and further acknowledges and agrees that the terms of Sections 11, 12 and 13: (i) are reasonable in light of all of the circumstances, (ii) are sufficiently limited to protect the legitimate interests of the Company, (iii) impose no undue hardship on the Executive and (iv) are not injurious to the public. The Executive further acknowledges and agrees that irreparable injury to Metavante Technologies may result in the event the Executive breaches any covenant or agreement contained in Section 11 or the Employee Confidentiality and Property Agreement and that the remedy at law for the breach of any such covenant will be inadequate. Therefore, if the Executive engages in any act in violation of the provisions of Section 11 or the Employee Confidentiality and Property Agreement (or threatens to engage in any act in violation of such provisions), the Executive agrees that Metavante Technologies shall be entitled, in addition to such other remedies and damages as may be available to it by law (including money damages) or under this Agreement, to temporary and permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage, in addition to, and not in lieu of, such other remedies as may be available to the Metavante Technologies for such breach, including the recovery of money damages.

16. Withholding Taxes. All payments to the Executive or his beneficiary hereunder, including, without limitation, Base Salary and Annual Bonuses, shall be subject to withholding on account of federal, state and local taxes as required by law, and other customary or required deductions. If any payment hereunder is insufficient to provide the amount of such taxes required to be withheld, Metavante Technologies may withhold such taxes from any other payment due the Executive or his beneficiary.

17. Assignability; Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, testamentary trustees, devisees, or legatees, by operation of law or otherwise (in the case of the Executive) and permitted assigns. No rights or obligations of Metavante Technologies under this Agreement may be assigned or transferred by Metavante Technologies except that such rights or obligations may be assigned or transferred pursuant to (a) a merger or consolidation in which Metavante Technologies is not the surviving entity or (b) a sale or liquidation of all or substantially all of the assets of Metavante Technologies. No obligations of the Executive under this Agreement may be assigned or transferred by the Executive other than by operation of law. No third party shall be deemed to be a beneficiary of this Agreement, except for Affiliates of Metavante Technologies.

18. Entire Agreement. This Agreement, the Executive's Change of Control Agreement and the Employee Confidentiality and Property Agreement, shall be deemed to contain the entire understanding and agreement between the Parties concerning the subject matter hereof and shall supersede any other prior agreements, negotiations, or commitments, whether written or oral, between the Parties concerning the subject matter hereof; and all such other agreements, negotiations, commitments and writings will have no further force or effect, and the Parties to any such other agreement, negotiation, commitment or writing will have no further rights or obligations thereunder.

19. Amendment. No provision in this Agreement may be amended unless such amendment is agreed to in writing and signed by both the Executive and an authorized officer of Metavante Technologies. In the event of any conflict between the terms of this Agreement and any provision or policy set forth in any of Metavante Technologies' employee manuals, handbooks or other written materials, this Agreement shall be deemed to control. No waiver by either Party of any breach by the other Party of any condition or provision contained in this Agreement, including Exhibits A and B, to be performed by such other Party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time. Any waiver must be in writing and signed by the Executive or an authorized officer of Metavante Technologies, as the case may be.

20. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in Section 11 of this Agreement or in the Employee Confidentiality and Property Agreement are held to be unreasonable, illegal, void, unenforceable or against public policy, such covenants shall be considered divisible with respect to duration, matter, and geographic area, and any court so holding shall reduce the duration, matter, and/or geographic area of such covenants, and in such reduced form such covenants shall be enforceable and shall be enforced.

21. Survival. Except in a termination pursuant to Section 1 due to the Separation not occurring on or prior to April 4, 2008 (in which case no rights or obligations survive) the rights and obligations of the parties under Sections 9(c) and 10-24 shall survive any termination of this Agreement.

22. Directors and Officers Liability Coverage; Indemnification. To the extent that Metavante Technologies obtains coverage under a directors and officers liability insurance policy, the Executive will be entitled to such coverage on a basis that is consistent with that provided to similarly situated officers and directors, as applicable. Metavante Technologies shall indemnify and hold Executive harmless, to the fullest extent permitted by applicable law for acts taken within the scope of his employment. The provisions of this Section 22 shall not be deemed exclusive of any other rights to which the Executive seeking indemnification may have under any by-law, agreement, vote of stockholders or directors, or otherwise. The provisions of this Section 22 shall survive the termination of this Agreement for any reason.

23. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Wisconsin, without reference to principles of conflict of laws.

24. Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing, when personally delivered, or when deposited in the U.S. mail, postage prepaid, by registered or certified mail, or when deposited with a nationally recognized overnight carrier for delivery by overnight mail, or when sent by facsimile actually received by the receiving facsimile machine, in the case of Executive, to:

Donald W. Layden, Jr.
6300 Washington Circle
Wauwatosa, WI 53213

and, in the case of Company, to:

Metavante Technologies
4900 West Brown Deer Road
Brown Deer, WI 53223
Attn: Chief Administrative Officer
Facsimile No. (414) 362-1705

or to such other address as Metavante Technologies or Executive may designate by notice to the other given in accordance with this Section 25.

25. Headings. The headings of the sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

26. Reimbursement of Executive's Preparation/Negotiation Expenses. Provided that Executive commences employment with Metavante Technologies, Metavante Technologies shall reimburse the Executive for reasonable attorneys' fees incurred by Executive in connection with the preparation and negotiation of this Agreement, provided that such reimbursements shall not exceed $2,500 in the aggregate.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

METAVANTE TECHNOLOGIES, INC.

BY: /s/ Navroz J. Daroga
(signature)

Navroz J. Daroga
(print name)

Executive Vice President
(title)

EXECUTIVE

/s/ Donald W. Layden, Jr.
Donald W. Layden, Jr.

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Employment Agreement with Metavante Technologies, Inc. (my "Employment Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Employment Agreement. I also understand that I will receive the conditional benefits described in my Employment Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Employment Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Employment Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Employment Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to the Company's Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date
Employee ID#

Received by Metavante on the __ day of _____, 2____.

_____

Vice President, Human Resources

EXHIBIT B

METAVANTE TECHNOLOGIES, INC.
EMPLOYEE CONFIDENTIALITY AND PROPERTY AGREEMENT

Definition and Purpose

The dimensions and scope of Metavante Technologies, Inc. (“Metavante”) represent a substantial investment in capital and information. In order to help protect the interests of Metavante, its customers, and its employees, this document has been drafted to more clearly define the currently existing rights and responsibilities of Metavante and its employees and serves as an employee-employer agreement that these conditions are understood.

Confidentiality

During the performance of my duties, I recognize that I will come into contact with Confidential Information. I agree that this information is to be used solely in connection with the performance of my authorized job functions and will not otherwise be disclosed either during or after my employment with Metavante for so long as such information is of economic value to Metavante and would be useful to a competitor in competing against Metavante. Confidential Information includes, but is not limited to:

Customer Lists, Customer Data and Information

- Account Data and Information
- Planning Data
- Marketing Data
- Software, Documentation, Formulas, and Development Information
- Hardware Information
- Operational Information
- Cost and Profit Information

“Confidential Information” also includes any other information of a similar nature, but does not include any information that is or becomes public knowledge through no fault of mine (as of the date it becomes public), or that was rightfully communicated to me by a third party not under a duty of confidence to Metavante, or that was known to me before I began employment at Metavante.

Company Information and Property

I agree that all programs, sub-routines, codes, formulas, documentation, and other inventions, discoveries, developments, improvements, ideas, copyrightable creations, works of authorship, mask works and other contributions (“Creations”) whether or not patented or patentable, or copyrighted or copyrightable, which are conceived, made, developed, created or acquired by me, either individually or jointly, during my employment at Metavante and which relate in any manner to my work for Metavante the research or business of Metavante or fields to which the

business of Metavante may reasonably extend (regardless of the extent developed at Metavante facilities, at my home, or elsewhere), belong to Metavante and I do hereby sell, assign and transfer to Metavante my entire right, title and interest (worldwide) in and to the Creations and all intellectual property rights thereto. I agree I will keep complete records of all such Creations. I agree to sign and deliver any and all lawful applications, assignments, and any other documents which Metavante requests for protecting the Creations in the United States and any other country. I also agree to cooperate fully with Metavante at Metavante's expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Creations.

Metavante acknowledges that the previous paragraph in this section does not apply to an invention for which no equipment, supplies, facility, or trade secret information of Metavante was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Metavante or (ii) to Metavante actual or demonstrably anticipated research or development or (b) the invention results from any work performed by me for Metavante.

I further agree that any equipment, books, records, papers, notes, catalogs, compilations of information, databases, correspondence, recordings, stored data, software, or any other physical items (including copies and duplicates) that Metavante provides to me or that I generate or develop while employed by Metavante and that relate directly or indirectly to Metavante's business remain the property of Metavante and I will promptly deliver all such materials and items, and any and all copies of them, to Metavante upon termination of employment.

Reserved Inventions

Attached to this form is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by Metavante and which I wish to exclude from this agreement.

Existence of Any Conflicting Agreement, Nondisclosure of Invention

To the best of my knowledge, there is no other contract to assign inventions that is now in existence between me and any other person, corporation, or partnership, unless I have so indicated on the bottom of this form and unless a copy of such other contract is attached hereto.

I also agree that I will not reveal to Metavante or use while employed by Metavante any confidential information of any other party to the extent I am obligated to retain such information in confidence.

Company Equipment and Resources

I further understand that all computer resources are the property of Metavante and may not be used for personal or non-business purposes.

Assignability

I agree that Metavante's rights under this Agreement are fully assignable by Metavante and will inure to the benefit of Metavante's successors and assigns.

Miscellaneous

As used in this Agreement, the term “Metavante” shall include Metavante Technologies, Inc. and all of its current and future parents, subsidiaries, affiliates and joint ventures.

_____

Employee Signature

_____

Employee Name-Please Print

_____

Date

METAVANTE TECHNOLOGIES, INC.
RESERVED INVENTIONS

Employee Name: _____

Metavante Company: _____

Patented Inventions (include product descriptions and related dates): _____

Other Inventions (include product descriptions and related dates): _____

☐ I do not have any inventions to disclose.

_____ _____

Employee Signature Date

Exhibit 10.6

METAVANTE TECHNOLOGIES, INC.
CHANGE OF CONTROL AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of November, 2007, by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) (**"Metavante Technologies"**), and _____ (the **"Executive"**) (hereinafter collectively referred to as the **"Parties"**).

W I T N E S S E T H:

WHEREAS, Executive is employed by Metavante Technologies or by another Metavante Group Member (as hereafter defined in Section 4); and

WHEREAS, the Board of Directors of Metavante Technologies (the **"Board"**) recognizes that the possibility of a Change of Control (as hereinafter defined in Section 2) exists and that the threat of or the occurrence of a Change of Control can result in significant distractions of certain of its key management personnel because of the uncertainties inherent in such a situation; and

WHEREAS, the Board has determined that it is essential and in the best interest of Metavante Technologies and its shareholders to retain the services of the Executive in the event of a threat or occurrence of a Change of Control and to ensure Executive's continued dedication and efforts in such event without undue concern for Executive's personal financial and employment security; and

WHEREAS, Metavante Technologies has determined that Executive should be compensated in the event of a Change of Control if Executive's employment is terminated without Cause or Executive terminates Executive's employment for Good Reason during the Term, both as defined below.

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows.

1. Term of Agreement. The **"Term"** of this Agreement begins on the date a Change of Control occurs and ends on the third anniversary after the date of a Change of Control.

2. Change of Control. For purposes of this Agreement, a **"Change of Control"** shall mean the first to occur of the following:

(a) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)) other than WPM, L.P., of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (i) the then-outstanding shares of common stock of Metavante Technologies (the **"Outstanding Metavante Technologies Common Stock"**), or (ii) the combined voting power of the then-outstanding voting securities of Metavante Technologies entitled to vote generally in the election of directors (the **"Outstanding Metavante Technologies Voting Securities"**), provided, however, that the following acquisitions of common stock

shall not constitute a Change of Control: (i) any acquisition directly from Metavante Technologies (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (ii) any acquisition by Metavante Technologies, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by any Metavante Group Member, (iv) any acquisition by WPM or (v) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Metavante Technologies' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (i) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (ii) no person (excluding Metavante Technologies, any employee benefit plan (or related trust) of the Metavante Group or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation, WPM, and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Technologies Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then-outstanding voting securities of such corporation, entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or

consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(d) Consummation of (i) a complete liquidation or dissolution of Metavante Technologies or (ii) the sale or other disposition of all or substantially all of the assets of Metavante Technologies, other than to a corporation, with respect to which following such sale or other disposition, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of such corporation and the combined voting power of the then-outstanding voting securities of such corporation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities, as the case may be, (B) no person (excluding Metavante Technologies and any employee benefit plan (or related trust) of the Metavante Group or such corporation, WPM, and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of such corporation or the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Incumbent Board providing for such sale of other disposition of assets of Metavante Technologies.

Notwithstanding the preceding provisions of this Section 2, no event shall constitute a Change of Control if, immediately following such event, (x) WPM beneficially owns, directly or indirectly, 25% or more of the Outstanding Metavante Technologies Voting Securities (or, in the case of clauses (c) and (d) above, voting securities of the entity resulting from the applicable event entitled to vote generally in the election of directors), and (y) no person (other than Metavante Technologies or any employee benefit plan (or related trust) of the Metavante Group or the resulting entity) owns, directly or indirectly, more Outstanding Metavante Technologies Voting Securities (or, if applicable, voting securities of such resulting entity) than WPM; provided, however, that the acquisition by WPM, or any "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) including WPM, of beneficial ownership of fifty percent (50%) or more of either: (i) the then-outstanding shares of Metavante Technologies Common Stock; or (ii) the combined voting power of the Outstanding Metavante Technologies Voting Securities shall in any event constitute a Change of Control for purposes of this Agreement.

3. Severance. If, during the Term, Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member, other than for Cause or Disability or due to Executive's death, or by Executive for

Good Reason (solely as defined in Section 4 of this Agreement), Executive shall be entitled to the compensation and benefits set forth in Section 6 of this Agreement, conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

4. Definitions. For purposes of this Agreement, the following terms shall have the meanings described hereunder:

(a) Affiliate. **"Affiliate"** means, with respect to Metavante Technologies or Metavante Corporation, any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with Metavante Technologies or Metavante Corporation and with respect to WPM, L.P. and Warburg means any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with WPM, L.P. or Warburg, as applicable. For purposes of this definition **"Control"** (including the terms "Controlled by" and "under common Control with") means with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly whether through the ownership of voting securities, by contract, or otherwise.

(b) Annual Base Salary. **"Annual Base Salary"** shall mean the greater of (i) the base salary (**"Base Salary"**) paid or payable to Executive by Metavante Group Members in respect of the twelve (12) month period immediately preceding the month in which the date of a Change of Control occurs, or (ii) Executive's Base Salary on the Termination Date. Base Salary shall be calculated by including in Base Salary any amounts which were deferred by Executive under the 401(k) plan, the cafeteria plan and any nonqualified deferred compensation plans of the Metavante Group and any other deferrals that would have increased Executive's Base Salary if paid in cash when earned.

(c) Annual Bonus. **"Annual Bonus"** shall mean the annual bonus, if any, awarded (including amounts that were deferred) to Executive in the last fiscal year immediately preceding the fiscal year in which the termination occurs.

(d) Cause. **"Cause"** shall mean a termination evidenced by a resolution adopted in good faith by a majority of the Board that Executive (i) willfully, deliberately and continually failed to substantially perform Executive's duties (other than a failure resulting from Executive's incapacity due to physical or mental illness) which failure constitutes gross misconduct, and results in and was intended to result in demonstrable material injury to a member of the Metavante Group, monetary or otherwise, or (ii) committed acts of fraud and dishonesty constituting a felony, as determined by a final judgment or order of a court of competent jurisdiction, and resulting or intended to result in gain to or personal enrichment of Executive at the expense of a Metavante Group Member, provided, however, that no termination of Executive's employment shall be for Cause until (a) Executive shall have had at least sixty (60) days to cure any conduct or act alleged to provide Cause for termination after a written notice of demand has been delivered to Executive specifying in detail the manner in which Executive's conduct

would constitute Cause, and (b) Executive shall have been provided an opportunity to be heard by the Board (with the assistance of Executive's counsel if Executive so desires). No act, or failure to act, on Executive's part, shall be considered "willful" unless he has acted or failed to act in bad faith and without a reasonable belief that Executive's action or failure to act was in the best interest of the Metavante Group. During the 60-day cure period, Executive may be put on paid administrative leave by the management of Metavante Technologies.

(e) Disability. **"Disability"** shall mean the absence of Executive from Executive's duties with the Metavante Group Member which employs Executive on a full-time basis for one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative, provided if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term (pursuant to the definition of Disability set forth above), it may give to Executive written notice in accordance with Section 5 of this Agreement of Metavante Technologies intention to terminate Executive's employment. In such event, Executive's employment with all Metavante Group Members shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive (the **"Disability Effective Date"**), provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(f) Good Reason.

(1) For purposes of this Agreement, **"Good Reason"** means the occurrence of any one of the following:

(i) A reduction in Executive's base salary or target short-term incentive opportunity below that immediately prior to the Change of Control;

(ii) Failure to provide Executive with the same long term incentive opportunities or benefits (including retirement plans) provided to other peer executives of the entity which employs Executive after the Change of Control; or

(iii) Transferring Executive to a primary work location that is more than thirty (30) miles further away from Executive's residence than the primary work location immediately prior to the Change of Control.

(iv) a material diminution of the Executive's title from his title prior to the change of control;

(v) A material adverse change, without the Executive's written consent, in the Executive's working conditions or status with Metavante

Technologies, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities (except that being removed from a committee shall not be considered such a change unless it is removal from the Executive Committee of Metavante Technologies).

(2) Any event or condition described in Section 4(f)(1) which occurs prior to the date of the Change of Control but which Executive reasonably demonstrates (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change of Control, or (ii) otherwise arose in connection with or in anticipation of a Change of Control, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred prior to the date of the Change of Control.

(3) Executive's right to terminate Executive's employment for Good Reason shall not be affected by Executive's incapacity due to physical or mental illness. Executive's continued employment or failure to give Notice of Termination shall not constitute consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason hereunder.

(g) Metavante Group. **"Metavante Group"** shall mean Metavante Technologies and all of its Affiliates.

(h) Metavante Group Member. **"Metavante Group Member"** shall mean a member of the Metavante Group.

(i) Recent Average Bonus. **"Recent Average Bonus"** shall mean the average annualized (for any fiscal year consisting of less than twelve (12) full months or with respect to which Executive has been employed by a Metavante Group Member for less than twelve (12) full months) bonuses paid or payable, including any amounts which were deferred under any applicable plans, to Executive by the Metavante Group in respect of the three (3) fiscal years immediately preceding the fiscal year in which the date of the Change of Control occurs.

(j) Termination Date. **"Termination Date"** shall mean in the case of Executive's death, date of death, or in all other cases, the date specified in the Notice of Termination subject to the following:

(i) If Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member), the date specified in the Notice of Termination shall be at least thirty (30) days after the date the Notice of Termination is given to Executive, provided, however, that in the case of Disability, Executive shall not have returned to the full-time performance of Executive's duties during such period of at least thirty (30) days;

(ii) If Executive's employment is terminated for Good Reason, the date specified in the Notice of Termination shall not be more than sixty (60) days after the date the Notice of Termination is given to Metavante Technologies; and

(iii) In the event that within thirty (30) days following the date of receipt of the Notice of Termination, one party notifies the other that a dispute exists concerning the basis for termination, Executive's employment hereunder shall not be terminated except after the dispute is finally resolved and a Termination Date is determined either by a mutual written agreement of the Parties, or by a binding and final judgment order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

(k) WPM. **"WPM"** means collectively, WPM, L.P., a limited partnership organized by Warburg Pincus Private Equity IX, L.P. ("**WPM L.P.**"), a global private equity investment fund managed by Warburg Pincus LLC ("**Warburg**") and any Affiliates of WPM L.P. or Warburg.

5. Notice of Termination. Any purported termination by a Metavante Group Member, on the one hand, or by Executive, on the other hand (other than by death of Executive) shall be communicated by Notice of Termination to the other. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) the Termination Date. For purposes of this Agreement, no such purported termination of employment shall be effective without such Notice of Termination.

6. Obligations of Metavante Upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Term, Executive's employment is terminated by all Metavante Group Members other than for Cause, Disability or due to Executive's death, or Executive shall terminate employment for Good Reason:

(1) Metavante Technologies (or another Metavante Group Member) shall pay to Executive the aggregate of the following amounts:

(i) A. As soon as practicable after the Termination Date an amount equal to the Executive's Annual Base Salary through the Termination Date to the extent not theretofore paid;

B. A lump sum payment six (6) months after the Termination Date equal to the product of (x) the higher of (I) the Recent Average Bonus or (II) the Annual Bonus paid or payable, including any amount deferred, (and annualized for any fiscal year consisting of less than twelve (12) full months or for which Executive has been employed for less than twelve (12) full months) for the most recently completed fiscal year prior to the

Termination Date, if any (such higher amount being referred to as the **"Highest Annual Bonus"**) and (y) a fraction, the numerator of which is the number of days completed in the current fiscal year through the Termination Date, and the denominator of which is three hundred sixty-five (365); and

C. As soon as practicable after the Termination Date an amount equal to the Executive's accrued but untaken vacation through the Termination Date.

The sum of the amounts described in Clauses (A) and (B) and (C) shall be hereinafter referred to as the **"Accrued Obligations"**;

(ii) A lump sum payment six (6) months after the Termination Date equal to the product of (A) three (3) and (B) the sum of (x) Executive's Annual Base Salary and (y) Executive's Highest Annual Bonus;

(iii) A lump-sum supplemental retirement benefit payment six (6) months after the Termination Date equal to the difference between (1) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Metavante Group's contribution history with respect to the applicable retirement plan, incentive plans, savings plans and other similar such plans (or any successor plan thereto) (the **"Retirement Plans"**) during the twelve (12) month period immediately preceding the date of a Change of Control) of the benefit payable under the Retirement Plans and any supplemental and/or excess retirement plan providing benefits for Executive (the **"SERP"**) which Executive would receive if Executive's employment continued for an additional three (3) years after the Termination Date with annual compensation equal to the sum of the Annual Base Salary and Highest Annual Bonus, assuming for this purpose that all accrued benefits and contributions are fully vested and that benefit accrual formulas and the Metavante Group's contributions are no less advantageous to Executive than those in effect during the twelve (12) month period immediately preceding the date of a Change of Control, and (2) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Code) of Executive's actual benefit (paid or payable), if any, under the Retirement Plans and the SERP; and

(iv) A lump sum payment six (6) months after the Termination Date equal to the product of (i) three (3) and (ii) the sum of (x) the imputed income reflected on Executive's W-2 attributable to the

car provided to Executive, if any, for the last calendar year ending before the date of a Change of Control and (y) the club dues for Executive paid by the Metavante Group attributable to such year, if any.

(2) For thirty-six (36) months after the Termination Date, the Metavante Group shall continue to provide medical and dental benefits to Executive and/or Executive's family in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their families as in effect from time to time thereafter. Notwithstanding the foregoing, if Executive becomes reemployed with another employer and is eligible to receive medical or other benefits under another employer provided plan, the medical and other benefits provided by the Metavante Group shall be secondary to those provided under the plan(s) of the other employer, but the aggregate coverage of the combined benefit plans of the Metavante Group and other employer shall in no event, be less favorable to Executive, in terms of amounts and deductibles and costs to him, than the Metavante Group coverage required hereunder. At the end of such thirty-six (36) month period, the Metavante Group shall provide to Executive and Executive's spouse and eligible dependants, for life, retiree health insurance, subsidized to at least the same percentage extent as under Metavante's retiree health plan as in existence on the date of the Change of Control. Such retiree health plan shall provide medical benefits to Executive and/or Executive's spouse in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their spouses as in effect from time to time thereafter; provided, however, that if Executive and/or Executive's spouse or eligible dependants qualifies for coverage by Medicare or any successor program, the Metavante Group may require that Executive and/or Executive's spouse or eligible dependants fully participate in Medicare and pay the premiums therefor personally.

(3) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, each outstanding non-performance based stock option granted to the Executive shall automatically become fully and immediately vested.

(4) Executive shall have the right to purchase the car provided to him by the Metavante Group during the twelve (12) month period immediately preceding the date of a Change of Control, if applicable, (or a comparable car acceptable to Executive if such car is no longer owned by the Metavante Group), at the fair market value thereof on the Termination Date, exercisable within thirty (30) days after the Termination Date; and if the car is not purchased, Executive shall return the car.

Notwithstanding anything herein contained to the contrary, the payments and benefits provided in this Section 6(a) (other than the Accrued Obligations) shall

not be paid or provided to Executive unless and until he executes a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

(b) Death. If Executive's employment is terminated by reason of Executive's death during the Term, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that the Metavante Group shall pay or provide the Accrued Obligations, six (6) months of Annual Base Salary, and the Other Benefits. The Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days of the Termination Date. The six (6) months of Annual Base Salary shall be paid during the six (6) month period following the Termination Date on a monthly basis. The term **"Other Benefits"** as used in this Section 6(b) shall mean, and Executive's family shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Metavante Group to surviving families of peer executives of the Metavante Group and under such plans, programs, practices and policies relating to family death benefits, if any, as in effect with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of the Change of Control or, if more favorable to Executive and/or Executive's family, as in effect on the date of Executive's death with respect to other peer executives of the Metavante Group and their families.

(c) Disability. If Executive's employment is terminated by reason of Executive's Disability during the Term, this Agreement shall terminate without further obligations to Executive, except that the Metavante Group shall pay or provide the Accrued Obligations and the Other Benefits. The Accrued Obligations shall be paid to Executive at the same times as specified in Section 6(a)(i). The term "Other Benefits" as used in this Section 6(c) shall include, and Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Metavante Group to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of a Change of Control or, if more favorable to Executive and/or Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Metavante Group.

(d) Cause; Other Than for Good Reason. If Executive's employment shall be terminated for Cause during the Term, or if Executive voluntarily terminates employment during the Term for other than Good Reason, this Agreement shall terminate without further obligations to Executive other than the obligation to pay to Executive Annual Base Salary through the Date of Termination and any other amounts earned or accrued through the Termination Date, in each case to the extent theretofore unpaid; provided that if Executive voluntarily terminates, Executive shall receive the benefits normally provided upon normal or early retirement with respect to other peer executives and their families to the extent he qualifies for such benefits. All salary or compensation hereunder shall be paid to Executive in a lump sum in cash within thirty (30) days of the Date of Termination.

(e) Delinquent Payments. If any of the payments referred to in this Section 6 are not paid within the time specified after the Termination Date (hereinafter a **"Delinquent Payment"**), in addition to such principal sum, Metavante Technologies will pay to Executive interest on all such Delinquent Payments computed at the prime rate as announced from time to time by M&I Marshall & Ilsley Bank, or its successor, compounded monthly. Notwithstanding the foregoing, no interest shall be due and owing for payments which are delayed because of Executive's failure to execute the Separation Agreement and Release or the rescission thereof.

(f) Limitations. Notwithstanding any other provision of this Section 6 to the contrary, to the extent any benefits provided pursuant to Section 6(a)(2) or other benefits pursuant to Section 6(b) or (c) during the first six (6) months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of regulations under Section 409A of the Code, Executive shall pay the cost of such coverage during the first six (6) months following Executive's termination and shall be reimbursed by the Metavante Group for the cost of such coverage six (6) months after Executive's termination. Notwithstanding any other provision of this Section 6 to the contrary, including the preceding sentence, if the provision of the medical and dental benefits coverage described herein would be discriminatory within the meaning of Section 105(h) of the Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of all such coverage and neither Executive nor his survivors, as the case may be, shall be reimbursed by the Metavante Group for doing so.

7. No Mitigation. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced (except to the extent set forth in Section 6(a)(2)) whether or not Executive obtains other employment.

8. Excise Tax Payments.

(a) If any payment or distribution to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, Executive's employment with a Metavante Group Member (a **"Payment"** or **"Payments"**), would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any interest and penalties, are collectively referred to as the **"Excise Tax"**), then Executive shall be entitled to receive an additional payment (a **"Gross-Up Payment"**) in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, Executive retains, or has paid to the taxing authority on Executive's behalf, an

amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Notwithstanding the foregoing, no Gross-Up Payment will be made to Executive if reducing the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax.

(b) A determination shall be made as to whether and when a Gross-Up Payment is required pursuant to this Section 8 and the amount of such Gross-Up Payment, such determination to be made fifteen (15) business days after the Termination Date, or such other time as reasonably requested by Metavante Technologies or by Executive (provided Executive reasonably believes that any of the Payments may be subject to the Excise Tax). Such determination shall be made by a national independent accounting firm selected by Executive (the **"Accounting Firm"**). All fees, costs and expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by Metavante Technologies and Metavante Technologies shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, acceptable to Executive, both to Metavante Technologies and Executive. The Gross-Up Payment, if any, as determined pursuant to this Section 8(b) shall be paid by Metavante Technologies to Executive or paid by Metavante Technologies on behalf of Executive to the applicable government taxing authorities by means of payroll tax withholding if required by law or if timely requested by Executive when payment of all or any portion of the Excise Tax is due. If the Accounting Firm determines that no Excise Tax is payable by Executive with respect to a Payment or Payments, it shall furnish Executive with an unqualified opinion that no Excise Tax will be imposed with respect to any such Payment or Payments. Any such initial determination by the Accounting Firm of the Gross-Up Payment shall be binding upon Metavante Technologies and Executive subject to the application of Section 9(c).

(c) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an **"Overpayment"**) or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an **"Underpayment"**). An Underpayment shall be deemed to have occurred upon notice (formal or informal) to Executive from any governmental taxing authority that the tax liability of Executive (whether in respect of the then current taxable year of Executive or in respect of any prior taxable year of Executive) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which Metavante Technologies has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a Final Determination (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which Executive had previously received a Gross-Up Payment. **"Final Determination"** shall be deemed to have occurred when Executive has received from the applicable governmental taxing authority a refund of taxes or other reduction in Executive's tax liability by reason of the Overpayment and upon either (i) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds Executive and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been

taken and finally resolved or the time for all appeals has expired, or (ii) the expiration of the statute of limitations with respect to Executive's applicable tax return. If an Underpayment occurs, Executive shall promptly notify Metavante Technologies and Metavante Technologies shall pay to Executive at least five (5) business days prior to the date on which the applicable governmental taxing authority has requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment. If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by Metavante Technologies to Executive and Executive shall, within ten (10) business days of the occurrence of such Overpayment, pay to Metavante Technologies the amount of the Overpayment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(E) of the Code from the date the Gross-Up Payment (to which the Overpayment relates) was paid to Executive.

(d) If no Gross-Up Payment is made because reducing the Payments to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax, then the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement shall be reduced by the amount necessary to avoid the Excise Tax; provided, however, the reduction will only be made if doing so would result in Executive retaining more after-tax than if the reduction were not made.

9. Unauthorized Disclosure. During the term of Executive's employment with a Metavante Group Member, and during the two (2) year period following the Termination Date, Executive shall not make any Unauthorized Disclosure. For purposes of this Agreement, **"Unauthorized Disclosure"** shall mean disclosure by Executive without the consent of the Board to any person, other than an employee of a Metavante Group Member or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of Executive's duties as an executive of a Metavante Group Member or as may be legally required, of any confidential information obtained by Executive while in the employ of a Metavante Group Member (including, but not limited to, any confidential information with respect to any of Metavante Group's customers or methods of operation) the disclosure of which he knows or has reason to believe will be materially injurious to the Metavante Group; provided, however, that the term "Unauthorized Disclosure" shall not include the use or disclosure by Executive, without consent, of any information known generally to the public (other than as a result of disclosure by him in violation of this Section 9) or any information not otherwise considered confidential by a reasonable person engaged in the same business as that conducted by the Metavante Group. Notwithstanding the foregoing, Executive's obligation hereunder not to make any Unauthorized Disclosure shall continue after the end of the two-year period following Executive's termination of employment with the Metavante Group as regards any information which is a trade secret as defined in Section 134.90 of the Wisconsin Statutes. In no event shall an asserted violation of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

10. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of Metavante Technologies, its successors and assigns and Metavante Technologies shall require any successor or assign (whether direct or indirect, by purchase, merger,

consolidation or otherwise) to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Metavante Technologies would be required to perform if no such succession or assignment had taken place.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representative.

11. Legal Fees and Expenses. Metavante Technologies, or a successor entity, shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) reasonably incurred by Executive as they become due as a result of (i) Executive's hearing before the Board as contemplated in Section 4(d) of this Agreement, (ii) a dispute between Executive and the Internal Revenue Service (or any other taxing authority) with regard to an **"Underpayment"** (as defined in Section 8 of this Agreement), or (iii) Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by a Metavante Group Member or an Affiliate under which Executive is or may be entitled to receive benefits.

12. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, if to Metavante Technologies, Inc., 4900 West Brown Deer Road, Brown Deer, Wisconsin 53223, Attn: Chief Administrative Officer or if to Executive, to the address set forth below Executive's signature, or to such other address as the party may be notified. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third (3rd) business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

13. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Metavante Group for which Executive may qualify. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan or program of the Metavante Group shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

14. Settlement of Claims. Metavante Technologies' obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which a Metavante Group Member may have against Executive or others.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Metavante Technologies. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this

Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. Non-Duplication. In the event that the Executive receives payments and benefits pursuant to Section 6 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any other Metavante Group Member.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof.

18. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

19. Entire Agreement. This Agreement, the Executive's employment agreement and the Employee Confidentiality and Property Agreement, constitute the entire agreement between the Parties hereto and supersede all prior agreements, if any, understandings and arrangements, oral or written, between the Parties hereto with respect to the subject matter hereof.

20. Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

21. Withholding. The Metavante Group shall be entitled to withhold from amounts paid to Executive hereunder any federal, estate or local withholding or other taxes or charges which it is, from time to time, required to withhold. The Metavante Group shall be entitled to rely on an opinion of counsel if any question as to the amount or requirement of any such withholding shall arise.

22. 409A. In order to facilitate compliance with section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted by Section 409A of the Code.

IN WITNESS WHEREOF, Metavante Technologies has caused this Agreement to be executed by its duly authorized officers, and Executive has executed this Agreement, as of the day and year first above written.

METAVANTE TECHNOLOGIES, INC.

By: _____

_____

EXECUTIVE

By: _____

Address:

_____

_____

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Change of Control Agreement with Metavante Technologies, Inc. (my "Change of Control Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Change of Control Agreement. I also understand that I will receive the conditional benefits described in my Change of Control Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Change of Control Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Change of Control Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Change of Control Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to

anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to Metavante Technologies' Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

Employee Name | Date

Employee ID#

Received by Metavante on the _____ day of _____, 2___.

Vice President, Human Resources

Exhibit 10.7

METAVANTE TECHNOLOGIES, INC.
CHANGE OF CONTROL AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of November, 2007, by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) (**"Metavante Technologies"**), and _____ (the **"Executive"**) (hereinafter collectively referred to as the **"Parties"**).

WITNESSETH:

WHEREAS, Executive is employed by Metavante Technologies or by another Metavante Group Member (as hereafter defined in Section 4); and

WHEREAS, the Board of Directors of Metavante Technologies (the **"Board"**) recognizes that the possibility of a Change of Control (as hereinafter defined in Section 2) exists and that the threat of or the occurrence of a Change of Control can result in significant distractions of certain of its key management personnel because of the uncertainties inherent in such a situation; and

WHEREAS, the Board has determined that it is essential and in the best interest of Metavante Technologies and its shareholders to retain the services of the Executive in the event of a threat or occurrence of a Change of Control and to ensure Executive's continued dedication and efforts in such event without undue concern for Executive's personal financial and employment security; and

WHEREAS, Metavante Technologies has determined that Executive should be compensated in the event of a Change of Control if Executive's employment is terminated without Cause or Executive terminates Executive's employment for Good Reason during the Term, both as defined below.

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows.

1. Term of Agreement. The **"Term"** of this Agreement begins on the date a Change of Control occurs and ends on the second anniversary after the date of a Change of Control.

2. Change of Control. For purposes of this Agreement, a **"Change of Control"** shall mean the first to occur of the following:

(a) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)) other than WPM, L.P., of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (i) the then-outstanding shares of common stock of Metavante Technologies (the **"Outstanding Metavante Technologies Common Stock"**), or (ii) the combined voting power of the then-outstanding voting securities of Metavante Technologies entitled to vote generally in the election of directors (the **"Outstanding Metavante Technologies Voting Securities"**), provided, however, that the following acquisitions of common stock

shall not constitute a Change of Control: (i) any acquisition directly from Metavante Technologies (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (ii) any acquisition by Metavante Technologies, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by any Metavante Group Member, (iv) any acquisition by WPM or (v) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Metavante Technologies' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (i) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (ii) no person (excluding Metavante Technologies, any employee benefit plan (or related trust) of the Metavante Group or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation, WPM, and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Technologies Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then-outstanding voting securities of such corporation, entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(d) Consummation of (i) a complete liquidation or dissolution of Metavante Technologies or (ii) the sale or other disposition of all or substantially all of the assets of Metavante Technologies, other than to a corporation, with respect to which following such sale or other disposition, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of such corporation and the combined voting power of the then-outstanding voting securities of such corporation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities, as the case may be, (B) no person (excluding Metavante Technologies and any employee benefit plan (or related trust) of the Metavante Group or such corporation, WPM, and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of such corporation or the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Incumbent Board providing for such sale of other disposition of assets of Metavante Technologies.

Notwithstanding the preceding provisions of this Section 2, no event shall constitute a Change of Control if, immediately following such event, (x) WPM beneficially owns, directly or indirectly, 25% or more of the Outstanding Metavante Technologies Voting Securities (or, in the case of clauses (c) and (d) above, voting securities of the entity resulting from the applicable event entitled to vote generally in the election of directors), and (y) no person (other than Metavante Technologies or any employee benefit plan (or related trust) of the Metavante Group or the resulting entity) owns, directly or indirectly, more Outstanding Metavante Technologies Voting Securities (or, if applicable, voting securities of such resulting entity) than WPM; provided, however, that the acquisition by WPM, or any "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) including WPM, of beneficial ownership of fifty percent (50%) or more of either: (i) the then-outstanding shares of Metavante Technologies Common Stock; or (ii) the combined voting power of the Outstanding Metavante Technologies Voting Securities shall in any event constitute a Change of Control for purposes of this Agreement.

3. Severance. If, during the Term, Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member, other than for Cause or Disability or due to Executive's death, or by Executive for

Good Reason (solely as defined in Section 4 of this Agreement), Executive shall be entitled to the compensation and benefits set forth in Section 6 of this Agreement, conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

4. Definitions. For purposes of this Agreement, the following terms shall have the meanings described hereunder:

(a) Affiliate. **"Affiliate"** means, with respect to Metavante Technologies or Metavante Corporation, any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with Metavante Technologies or Metavante Corporation and with respect to WPM, L.P. and Warburg means any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with WPM, L.P. or Warburg, as applicable. For purposes of this definition **"Control"** (including the terms "Controlled by" and "under common Control with") means with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly whether through the ownership of voting securities, by contract, or otherwise.

(b) Annual Base Salary. **"Annual Base Salary"** shall mean the greater of (i) the base salary (**"Base Salary"**) paid or payable to Executive by Metavante Group Members in respect of the twelve (12) month period immediately preceding the month in which the date of a Change of Control occurs, or (ii) Executive's Base Salary on the Termination Date. Base Salary shall be calculated by including in Base Salary any amounts which were deferred by Executive under the 401(k) plan, the cafeteria plan and any nonqualified deferred compensation plans of the Metavante Group and any other deferrals that would have increased Executive's Base Salary if paid in cash when earned.

(c) Annual Bonus. **"Annual Bonus"** shall mean the annual bonus, if any, awarded (including amounts that were deferred) to Executive in the last fiscal year immediately preceding the fiscal year in which the termination occurs.

(d) Cause. **"Cause"** shall mean a termination evidenced by a resolution adopted in good faith by a majority of the Board that Executive (i) willfully, deliberately and continually failed to substantially perform Executive's duties (other than a failure resulting from Executive's incapacity due to physical or mental illness) which failure constitutes gross misconduct, and results in and was intended to result in demonstrable material injury to a member of the Metavante Group, monetary or otherwise, or (ii) committed acts of fraud and dishonesty constituting a felony, as determined by a final judgment or order of a court of competent jurisdiction, and resulting or intended to result in gain to or personal enrichment of Executive at the expense of a Metavante Group Member, provided, however, that no termination of Executive's employment shall be for Cause until (a) Executive shall have had at least sixty (60) days to cure any conduct or act alleged to provide Cause for termination after a written notice of demand has been delivered to Executive specifying in detail the manner in which Executive's conduct

would constitute Cause, and (b) Executive shall have been provided an opportunity to be heard by the Board (with the assistance of Executive's counsel if Executive so desires). No act, or failure to act, on Executive's part, shall be considered "willful" unless he has acted or failed to act in bad faith and without a reasonable belief that Executive's action or failure to act was in the best interest of the Metavante Group. During the 60-day cure period, Executive may be put on paid administrative leave by the management of Metavante Technologies.

(e) Disability. **"Disability"** shall mean the absence of Executive from Executive's duties with the Metavante Group Member which employs Executive on a full-time basis for one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative, provided if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term (pursuant to the definition of Disability set forth above), it may give to Executive written notice in accordance with Section 5 of this Agreement of Metavante Technologies intention to terminate Executive's employment. In such event, Executive's employment with all Metavante Group Members shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive (the **"Disability Effective Date"**), provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(f) Good Reason.

(1) For purposes of this Agreement, **"Good Reason"** means the occurrence of any one of the following:

(i) A reduction in Executive's base salary or target short-term incentive opportunity below that immediately prior to the Change of Control;

(ii) Failure to provide Executive with the same long term incentive opportunities or benefits (including retirement plans) provided to other peer executives of the entity which employs Executive after the Change of Control; or

(iii) Transferring Executive to a primary work location that is more than thirty (30) miles further away from Executive's residence than the primary work location immediately prior to the Change of Control.

(iv) a material diminution of the Executive's title from his title prior to the change of control;

(v) A material adverse change, without the Executive's written consent, in the Executive's working conditions or status with Metavante

Technologies, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities (except that being removed from a committee shall not be considered such a change unless it is removal from the Executive Committee of Metavante Technologies).

(2) Any event or condition described in Section 4(f)(1) which occurs prior to the date of the Change of Control but which Executive reasonably demonstrates (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change of Control, or (ii) otherwise arose in connection with or in anticipation of a Change of Control, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred prior to the date of the Change of Control.

(3) Executive's right to terminate Executive's employment for Good Reason shall not be affected by Executive's incapacity due to physical or mental illness. Executive's continued employment or failure to give Notice of Termination shall not constitute consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason hereunder.

(g) Metavante Group. **"Metavante Group"** shall mean Metavante Technologies and all of its Affiliates.

(h) Metavante Group Member. **"Metavante Group Member"** shall mean a member of the Metavante Group.

(i) Recent Average Bonus. **"Recent Average Bonus"** shall mean the average annualized (for any fiscal year consisting of less than twelve (12) full months or with respect to which Executive has been employed by a Metavante Group Member for less than twelve (12) full months) bonuses paid or payable, including any amounts which were deferred under any applicable plans, to Executive by the Metavante Group in respect of the three (3) fiscal years immediately preceding the fiscal year in which the date of the Change of Control occurs.

(j) Termination Date. **"Termination Date"** shall mean in the case of Executive's death, date of death, or in all other cases, the date specified in the Notice of Termination subject to the following:

(i) If Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member), the date specified in the Notice of Termination shall be at least thirty (30) days after the date the Notice of Termination is given to Executive, provided, however, that in the case of Disability, Executive shall not have returned to the full-time performance of Executive's duties during such period of at least thirty (30) days;

(ii) If Executive's employment is terminated for Good Reason, the date specified in the Notice of Termination shall not be more than sixty (60) days after the date the Notice of Termination is given to Metavante Technologies; and

(iii) In the event that within thirty (30) days following the date of receipt of the Notice of Termination, one party notifies the other that a dispute exists concerning the basis for termination, Executive's employment hereunder shall not be terminated except after the dispute is finally resolved and a Termination Date is determined either by a mutual written agreement of the Parties, or by a binding and final judgment order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

(k) WPM. **"WPM"** means collectively, WPM, L.P., a limited partnership organized by Warburg Pincus Private Equity IX, L.P. ("**WPM L.P.**"), a global private equity investment fund managed by Warburg Pincus LLC ("**Warburg**") and any Affiliates of WPM L.P. or Warburg.

5. Notice of Termination. Any purported termination by a Metavante Group Member, on the one hand, or by Executive, on the other hand (other than by death of Executive) shall be communicated by Notice of Termination to the other. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) the Termination Date. For purposes of this Agreement, no such purported termination of employment shall be effective without such Notice of Termination.

6. Obligations of Metavante Upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Term, Executive's employment is terminated by all Metavante Group Members other than for Cause, Disability or due to Executive's death, or Executive shall terminate employment for Good Reason:

(1) Metavante Technologies (or another Metavante Group Member) shall pay to Executive the aggregate of the following amounts:

(i) A. As soon as practicable after the Termination Date an amount equal to the Executive's Annual Base Salary through the Termination Date to the extent not theretofore paid;

B. A lump sum payment six (6) months after the Termination Date equal to the product of (x) the higher of (I) the Recent Average Bonus or (II) the Annual Bonus paid or payable, including any amount deferred, (and annualized for any fiscal year consisting of less than twelve (12) full months or for which Executive has been employed for less than twelve (12) full months) for the most recently completed fiscal year prior to the

Termination Date, if any (such higher amount being referred to as the **"Highest Annual Bonus"**) and (y) a fraction, the numerator of which is the number of days completed in the current fiscal year through the Termination Date, and the denominator of which is three hundred sixty-five (365); and

C. As soon as practicable after the Termination Date an amount equal to the Executive's accrued but untaken vacation through the Termination Date.

The sum of the amounts described in Clauses (A) and (B) and (C) shall be hereinafter referred to as the **"Accrued Obligations"**;

(ii) A lump sum payment six (6) months after the Termination Date equal to the product of (A) two (2) and (B) the sum of (x) Executive's Annual Base Salary and (y) Executive's Highest Annual Bonus;

(iii) A lump-sum supplemental retirement benefit payment six (6) months after the Termination Date equal to the difference between (1) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Metavante Group's contribution history with respect to the applicable retirement plan, incentive plans, savings plans and other similar such plans (or any successor plan thereto) (the **"Retirement Plans"**) during the twelve (12) month period immediately preceding the date of a Change of Control) of the benefit payable under the Retirement Plans and any supplemental and/or excess retirement plan providing benefits for Executive (the **"SERP"**) which Executive would receive if Executive's employment continued for an additional two (2) years after the Termination Date with annual compensation equal to the sum of the Annual Base Salary and Highest Annual Bonus, assuming for this purpose that all accrued benefits and contributions are fully vested and that benefit accrual formulas and the Metavante Group's contributions are no less advantageous to Executive than those in effect during the twelve (12) month period immediately preceding the date of a Change of Control, and (2) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Code) of Executive's actual benefit (paid or payable), if any, under the Retirement Plans and the SERP; and

(iv) A lump sum payment six (6) months after the Termination Date equal to the product of (i) two (2) and (ii) the sum of (x) the imputed income reflected on Executive's W-2 attributable to the

car provided to Executive, if any, for the last calendar year ending before the date of a Change of Control and (y) the club dues for Executive paid by the Metavante Group attributable to such year, if any.

(2) For twenty-four (24) months after the Termination Date, the Metavante Group shall continue to provide medical and dental benefits to Executive and/or Executive's family in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their families as in effect from time to time thereafter. Notwithstanding the foregoing, if Executive becomes reemployed with another employer and is eligible to receive medical or other benefits under another employer provided plan, the medical and other benefits provided by the Metavante Group shall be secondary to those provided under the plan(s) of the other employer, but the aggregate coverage of the combined benefit plans of the Metavante Group and other employer shall in no event, be less favorable to Executive, in terms of amounts and deductibles and costs to him, than the Metavante Group coverage required hereunder. At the end of such twenty-four (24) month period, the Metavante Group shall provide to Executive and Executive's spouse and eligible dependants, for life, retiree health insurance, subsidized to at least the same percentage extent as under Metavante's retiree health plan as in existence on the date of the Change of Control. Such retiree health plan shall provide medical benefits to Executive and/or Executive's spouse in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their spouses as in effect from time to time thereafter; provided, however, that if Executive and/or Executive's spouse or eligible dependants qualifies for coverage by Medicare or any successor program, the Metavante Group may require that Executive and/or Executive's spouse or eligible dependants fully participate in Medicare and pay the premiums therefor personally.

(3) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, each outstanding non-performance based stock option granted to the Executive shall automatically become fully and immediately vested.

(4) Executive shall have the right to purchase the car provided to him by the Metavante Group during the twelve (12) month period immediately preceding the date of a Change of Control, if applicable, (or a comparable car acceptable to Executive if such car is no longer owned by the Metavante Group), at the fair market value thereof on the Termination Date, exercisable within thirty (30) days after the Termination Date; and if the car is not purchased, Executive shall return the car.

Notwithstanding anything herein contained to the contrary, the payments and benefits provided in this Section 6(a) (other than the Accrued Obligations) shall

not be paid or provided to Executive unless and until he executes a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

(b) Death. If Executive's employment is terminated by reason of Executive's death during the Term, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that the Metavante Group shall pay or provide the Accrued Obligations, six (6) months of Annual Base Salary, and the Other Benefits. The Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days of the Termination Date. The six (6) months of Annual Base Salary shall be paid during the six (6) month period following the Termination Date on a monthly basis. The term **"Other Benefits"** as used in this Section 6(b) shall mean, and Executive's family shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Metavante Group to surviving families of peer executives of the Metavante Group and under such plans, programs, practices and policies relating to family death benefits, if any, as in effect with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of the Change of Control or, if more favorable to Executive and/or Executive's family, as in effect on the date of Executive's death with respect to other peer executives of the Metavante Group and their families.

(c) Disability. If Executive's employment is terminated by reason of Executive's Disability during the Term, this Agreement shall terminate without further obligations to Executive, except that the Metavante Group shall pay or provide the Accrued Obligations and the Other Benefits. The Accrued Obligations shall be paid to Executive at the same times as specified in Section 6(a)(i). The term "Other Benefits" as used in this Section 6(c) shall include, and Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Metavante Group to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of a Change of Control or, if more favorable to Executive and/or Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Metavante Group.

(d) Cause; Other Than for Good Reason. If Executive's employment shall be terminated for Cause during the Term, or if Executive voluntarily terminates employment during the Term for other than Good Reason, this Agreement shall terminate without further obligations to Executive other than the obligation to pay to Executive Annual Base Salary through the Date of Termination and any other amounts earned or accrued through the Termination Date, in each case to the extent theretofore unpaid; provided that if Executive voluntarily terminates, Executive shall receive the benefits normally provided upon normal or early retirement with respect to other peer executives and their families to the extent he qualifies for such benefits. All salary or compensation hereunder shall be paid to Executive in a lump sum in cash within thirty (30) days of the Date of Termination.

(e) Delinquent Payments. If any of the payments referred to in this Section 6 are not paid within the time specified after the Termination Date (hereinafter a **"Delinquent Payment"**), in addition to such principal sum, Metavante Technologies will pay to Executive interest on all such Delinquent Payments computed at the prime rate as announced from time to time by M&I Marshall & Ilsley Bank, or its successor, compounded monthly. Notwithstanding the foregoing, no interest shall be due and owing for payments which are delayed because of Executive's failure to execute the Separation Agreement and Release or the rescission thereof.

(f) Limitations. Notwithstanding any other provision of this Section 6 to the contrary, to the extent any benefits provided pursuant to Section 6(a)(2) or other benefits pursuant to Section 6(b) or (c) during the first six (6) months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of regulations under Section 409A of the Code, Executive shall pay the cost of such coverage during the first six (6) months following Executive's termination and shall be reimbursed by the Metavante Group for the cost of such coverage six (6) months after Executive's termination. Notwithstanding any other provision of this Section 6 to the contrary, including the preceding sentence, if the provision of the medical and dental benefits coverage described herein would be discriminatory within the meaning of Section 105(h) of the Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of all such coverage and neither Executive nor his survivors, as the case may be, shall be reimbursed by the Metavante Group for doing so.

7. No Mitigation. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced (except to the extent set forth in Section 6(a)(2)) whether or not Executive obtains other employment.

8. Excise Tax Payments.

(a) If any payment or distribution to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, Executive's employment with a Metavante Group Member (a **"Payment"** or **"Payments"**), would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any interest and penalties, are collectively referred to as the **"Excise Tax"**), then Executive shall be entitled to receive an additional payment (a **"Gross-Up Payment"**) in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, Executive retains, or has paid to the taxing authority on Executive's behalf, an

amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Notwithstanding the foregoing, no Gross-Up Payment will be made to Executive if reducing the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax.

(b) A determination shall be made as to whether and when a Gross-Up Payment is required pursuant to this Section 8 and the amount of such Gross-Up Payment, such determination to be made fifteen (15) business days after the Termination Date, or such other time as reasonably requested by Metavante Technologies or by Executive (provided Executive reasonably believes that any of the Payments may be subject to the Excise Tax). Such determination shall be made by a national independent accounting firm selected by Executive (the **"Accounting Firm"**). All fees, costs and expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by Metavante Technologies and Metavante Technologies shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, acceptable to Executive, both to Metavante Technologies and Executive. The Gross-Up Payment, if any, as determined pursuant to this Section 8(b) shall be paid by Metavante Technologies to Executive or paid by Metavante Technologies on behalf of Executive to the applicable government taxing authorities by means of payroll tax withholding if required by law or if timely requested by Executive when payment of all or any portion of the Excise Tax is due. If the Accounting Firm determines that no Excise Tax is payable by Executive with respect to a Payment or Payments, it shall furnish Executive with an unqualified opinion that no Excise Tax will be imposed with respect to any such Payment or Payments. Any such initial determination by the Accounting Firm of the Gross-Up Payment shall be binding upon Metavante Technologies and Executive subject to the application of Section 9(c).

(c) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an **"Overpayment"**) or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an **"Underpayment"**). An Underpayment shall be deemed to have occurred upon notice (formal or informal) to Executive from any governmental taxing authority that the tax liability of Executive (whether in respect of the then current taxable year of Executive or in respect of any prior taxable year of Executive) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which Metavante Technologies has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a Final Determination (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which Executive had previously received a Gross-Up Payment. **"Final Determination"** shall be deemed to have occurred when Executive has received from the applicable governmental taxing authority a refund of taxes or other reduction in Executive's tax liability by reason of the Overpayment and upon either (i) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds Executive and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been

taken and finally resolved or the time for all appeals has expired, or (ii) the expiration of the statute of limitations with respect to Executive's applicable tax return. If an Underpayment occurs, Executive shall promptly notify Metavante Technologies and Metavante Technologies shall pay to Executive at least five (5) business days prior to the date on which the applicable governmental taxing authority has requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment. If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by Metavante Technologies to Executive and Executive shall, within ten (10) business days of the occurrence of such Overpayment, pay to Metavante Technologies the amount of the Overpayment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(E) of the Code from the date the Gross-Up Payment (to which the Overpayment relates) was paid to Executive.

(d) If no Gross-Up Payment is made because reducing the Payments to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax, then the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement shall be reduced by the amount necessary to avoid the Excise Tax; provided, however, the reduction will only be made if doing so would result in Executive retaining more after-tax than if the reduction were not made.

9. Unauthorized Disclosure. During the term of Executive's employment with a Metavante Group Member, and during the two (2) year period following the Termination Date, Executive shall not make any Unauthorized Disclosure. For purposes of this Agreement, **"Unauthorized Disclosure"** shall mean disclosure by Executive without the consent of the Board to any person, other than an employee of a Metavante Group Member or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of Executive's duties as an executive of a Metavante Group Member or as may be legally required, of any confidential information obtained by Executive while in the employ of a Metavante Group Member (including, but not limited to, any confidential information with respect to any of Metavante Group's customers or methods of operation) the disclosure of which he knows or has reason to believe will be materially injurious to the Metavante Group; provided, however, that the term "Unauthorized Disclosure" shall not include the use or disclosure by Executive, without consent, of any information known generally to the public (other than as a result of disclosure by him in violation of this Section 9) or any information not otherwise considered confidential by a reasonable person engaged in the same business as that conducted by the Metavante Group. Notwithstanding the foregoing, Executive's obligation hereunder not to make any Unauthorized Disclosure shall continue after the end of the two-year period following Executive's termination of employment with the Metavante Group as regards any information which is a trade secret as defined in Section 134.90 of the Wisconsin Statutes. In no event shall an asserted violation of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

10. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of Metavante Technologies, its successors and assigns and Metavante Technologies shall require any successor or assign (whether direct or indirect, by purchase, merger,

consolidation or otherwise) to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Metavante Technologies would be required to perform if no such succession or assignment had taken place.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representative.

11. Legal Fees and Expenses. Metavante Technologies, or a successor entity, shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) reasonably incurred by Executive as they become due as a result of (i) Executive's hearing before the Board as contemplated in Section 4(d) of this Agreement, (ii) a dispute between Executive and the Internal Revenue Service (or any other taxing authority) with regard to an **"Underpayment"** (as defined in Section 8 of this Agreement), or (iii) Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by a Metavante Group Member or an Affiliate under which Executive is or may be entitled to receive benefits.

12. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, if to Metavante Technologies, Inc., 4900 West Brown Deer Road, Brown Deer, Wisconsin 53223, Attn: Chief Administrative Officer or if to Executive, to the address set forth below Executive's signature, or to such other address as the party may be notified. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third (3rd) business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

13. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Metavante Group for which Executive may qualify. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan or program of the Metavante Group shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

14. Settlement of Claims. Metavante Technologies' obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which a Metavante Group Member may have against Executive or others.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Metavante Technologies. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this

Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. Non-Duplication. In the event that the Executive receives payments and benefits pursuant to Section 6 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any other Metavante Group Member.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof.

18. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

19. Entire Agreement. This Agreement, the Executive's employment agreement and the Employee Confidentiality and Property Agreement, constitute the entire agreement between the Parties hereto and supersede all prior agreements, if any, understandings and arrangements, oral or written, between the Parties hereto with respect to the subject matter hereof.

20. Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

21. Withholding. The Metavante Group shall be entitled to withhold from amounts paid to Executive hereunder any federal, estate or local withholding or other taxes or charges which it is, from time to time, required to withhold. The Metavante Group shall be entitled to rely on an opinion of counsel if any question as to the amount or requirement of any such withholding shall arise.

22. 409A. In order to facilitate compliance with section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted by Section 409A of the Code.

IN WITNESS WHEREOF, Metavante Technologies has caused this Agreement to be executed by its duly authorized officers, and Executive has executed this Agreement, as of the day and year first above written.

METAVANTE TECHNOLOGIES, INC.

By: _____

_____

EXECUTIVE

By: _____

Address:

_____

_____

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Change of Control Agreement with Metavante Technologies, Inc. (my "Change of Control Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Change of Control Agreement. I also understand that I will receive the conditional benefits described in my Change of Control Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Change of Control Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Change of Control Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Change of Control Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to Metavante Technologies' Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2___.

_____

Vice President, Human Resources

Exhibit 10.8

METAVANTE TECHNOLOGIES, INC.
CHANGE OF CONTROL AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of November, 2007, by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) (**"Metavante Technologies"**), and _____ (the **"Executive"**) (hereinafter collectively referred to as the **"Parties"**).

WITNESSETH:

WHEREAS, Executive is employed by Metavante Technologies or by another Metavante Group Member (as hereafter defined in Section 4); and

WHEREAS, the Board of Directors of Metavante Technologies (the **"Board"**) recognizes that the possibility of a Change of Control (as hereinafter defined in Section 2) exists and that the threat of or the occurrence of a Change of Control can result in significant distractions of certain of its key management personnel because of the uncertainties inherent in such a situation; and

WHEREAS, the Board has determined that it is essential and in the best interest of Metavante Technologies and its shareholders to retain the services of the Executive in the event of a threat or occurrence of a Change of Control and to ensure Executive's continued dedication and efforts in such event without undue concern for Executive's personal financial and employment security; and

WHEREAS, Metavante Technologies has determined that Executive should be compensated in the event of a Change of Control if Executive's employment is terminated without Cause or Executive terminates Executive's employment for Good Reason during the Term, both as defined below.

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows.

1. Term of Agreement. The **"Term"** of this Agreement begins on the date a Change of Control occurs and ends on the second anniversary after the date of a Change of Control.

2. Change of Control. For purposes of this Agreement, a **"Change of Control"** shall mean the first to occur of the following:

(a) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)) other than WPM, L.P., of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (i) the then-outstanding shares of common stock of Metavante Technologies (the **"Outstanding Metavante Technologies Common Stock"**), or (ii) the combined voting power of the then-outstanding voting securities of Metavante Technologies entitled to vote generally in the election of directors (the **"Outstanding Metavante Technologies Voting Securities"**), provided, however, that the following acquisitions of common stock

shall not constitute a Change of Control: (i) any acquisition directly from Metavante Technologies (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (ii) any acquisition by Metavante Technologies, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by any Metavante Group Member, (iv) any acquisition by WPM or (v) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Metavante Technologies' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (i) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (ii) no person (excluding Metavante Technologies, any employee benefit plan (or related trust) of the Metavante Group or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation, WPM, and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Technologies Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then-outstanding voting securities of such corporation, entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(d) Consummation of (i) a complete liquidation or dissolution of Metavante Technologies or (ii) the sale or other disposition of all or substantially all of the assets of Metavante Technologies, other than to a corporation, with respect to which following such sale or other disposition, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of such corporation and the combined voting power of the then-outstanding voting securities of such corporation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities, as the case may be, (B) no person (excluding Metavante Technologies and any employee benefit plan (or related trust) of the Metavante Group or such corporation, WPM, and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of such corporation or the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Incumbent Board providing for such sale of other disposition of assets of Metavante Technologies.

Notwithstanding the preceding provisions of this Section 2, no event shall constitute a Change of Control if, immediately following such event, (x) WPM beneficially owns, directly or indirectly, 25% or more of the Outstanding Metavante Technologies Voting Securities (or, in the case of clauses (c) and (d) above, voting securities of the entity resulting from the applicable event entitled to vote generally in the election of directors), and (y) no person (other than Metavante Technologies or any employee benefit plan (or related trust) of the Metavante Group or the resulting entity) owns, directly or indirectly, more Outstanding Metavante Technologies Voting Securities (or, if applicable, voting securities of such resulting entity) than WPM; provided, however, that the acquisition by WPM, or any "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) including WPM, of beneficial ownership of fifty percent (50%) or more of either: (i) the then-outstanding shares of Metavante Technologies Common Stock; or (ii) the combined voting power of the Outstanding Metavante Technologies Voting Securities shall in any event constitute a Change of Control for purposes of this Agreement.

3. Severance. If, during the Term, Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member, other than for Cause or Disability or due to Executive's death, or by Executive for

Good Reason (solely as defined in Section 4 of this Agreement), Executive shall be entitled to the compensation and benefits set forth in Section 6 of this Agreement, conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

4. Definitions. For purposes of this Agreement, the following terms shall have the meanings described hereunder:

(a) Affiliate. **"Affiliate"** means, with respect to Metavante Technologies or Metavante Corporation, any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with Metavante Technologies or Metavante Corporation and with respect to WPM, L.P. and Warburg means any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with WPM, L.P. or Warburg, as applicable. For purposes of this definition **"Control"** (including the terms "Controlled by" and "under common Control with") means with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly whether through the ownership of voting securities, by contract, or otherwise.

(b) Annual Base Salary. **"Annual Base Salary"** shall mean the greater of (i) the base salary (**"Base Salary"**) paid or payable to Executive by Metavante Group Members in respect of the twelve (12) month period immediately preceding the month in which the date of a Change of Control occurs, or (ii) Executive's Base Salary on the Termination Date. Base Salary shall be calculated by including in Base Salary any amounts which were deferred by Executive under the 401(k) plan, the cafeteria plan and any nonqualified deferred compensation plans of the Metavante Group and any other deferrals that would have increased Executive's Base Salary if paid in cash when earned.

(c) Annual Bonus. **"Annual Bonus"** shall mean the annual bonus, if any, awarded (including amounts that were deferred) to Executive in the last fiscal year immediately preceding the fiscal year in which the termination occurs.

(d) Cause. **"Cause"** shall mean a termination evidenced by a resolution adopted in good faith by a majority of the Board that Executive (i) willfully, deliberately and continually failed to substantially perform Executive's duties (other than a failure resulting from Executive's incapacity due to physical or mental illness) which failure constitutes gross misconduct, and results in and was intended to result in demonstrable material injury to a member of the Metavante Group, monetary or otherwise, or (ii) committed acts of fraud and dishonesty constituting a felony, as determined by a final judgment or order of a court of competent jurisdiction, and resulting or intended to result in gain to or personal enrichment of Executive at the expense of a Metavante Group Member, provided, however, that no termination of Executive's employment shall be for Cause until (a) Executive shall have had at least sixty (60) days to cure any conduct or act alleged to provide Cause for termination after a written notice of demand has been delivered to Executive specifying in detail the manner in which Executive's conduct

would constitute Cause, and (b) Executive shall have been provided an opportunity to be heard by the Board (with the assistance of Executive's counsel if Executive so desires). No act, or failure to act, on Executive's part, shall be considered "willful" unless he has acted or failed to act in bad faith and without a reasonable belief that Executive's action or failure to act was in the best interest of the Metavante Group. During the 60-day cure period, Executive may be put on paid administrative leave by the management of Metavante Technologies.

(e) Disability. **"Disability"** shall mean the absence of Executive from Executive's duties with the Metavante Group Member which employs Executive on a full-time basis for one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative, provided if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term (pursuant to the definition of Disability set forth above), it may give to Executive written notice in accordance with Section 5 of this Agreement of Metavante Technologies intention to terminate Executive's employment. In such event, Executive's employment with all Metavante Group Members shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive (the **"Disability Effective Date"**), provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(f) Good Reason.

(1) For purposes of this Agreement, **"Good Reason"** means the occurrence of any one of the following:

(i) A reduction in Executive's base salary or target short-term incentive opportunity below that immediately prior to the Change of Control;

(ii) Failure to provide Executive with the same long term incentive opportunities or benefits (including retirement plans) provided to other peer executives of the entity which employs Executive after the Change of Control; or

(iii) Transferring Executive to a primary work location that is more than thirty (30) miles further away from Executive's residence than the primary work location immediately prior to the Change of Control.

(iv) a material diminution of the Executive's title from his title prior to the change of control;

(v) A material adverse change, without the Executive's written consent, in the Executive's working conditions or status with Metavante

Technologies, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities (except that being removed from a committee shall not be considered such a change unless it is removal from the Executive Committee of Metavante Technologies).

(2) Any event or condition described in Section 4(f)(1) which occurs prior to the date of the Change of Control but which Executive reasonably demonstrates (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change of Control, or (ii) otherwise arose in connection with or in anticipation of a Change of Control, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred prior to the date of the Change of Control.

(3) Executive's right to terminate Executive's employment for Good Reason shall not be affected by Executive's incapacity due to physical or mental illness. Executive's continued employment or failure to give Notice of Termination shall not constitute consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason hereunder.

(g) Metavante Group. **"Metavante Group"** shall mean Metavante Technologies and all of its Affiliates.

(h) Metavante Group Member. **"Metavante Group Member"** shall mean a member of the Metavante Group.

(i) Recent Average Bonus. **"Recent Average Bonus"** shall mean the average annualized (for any fiscal year consisting of less than twelve (12) full months or with respect to which Executive has been employed by a Metavante Group Member for less than twelve (12) full months) bonuses paid or payable, including any amounts which were deferred under any applicable plans, to Executive by the Metavante Group in respect of the three (3) fiscal years immediately preceding the fiscal year in which the date of the Change of Control occurs.

(j) Termination Date. **"Termination Date"** shall mean in the case of Executive's death, date of death, or in all other cases, the date specified in the Notice of Termination subject to the following:

(i) If Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member), the date specified in the Notice of Termination shall be at least thirty (30) days after the date the Notice of Termination is given to Executive, provided, however, that in the case of Disability, Executive shall not have returned to the full-time performance of Executive's duties during such period of at least thirty (30) days;

(ii) If Executive's employment is terminated for Good Reason, the date specified in the Notice of Termination shall not be more than sixty (60) days after the date the Notice of Termination is given to Metavante Technologies; and

(iii) In the event that within thirty (30) days following the date of receipt of the Notice of Termination, one party notifies the other that a dispute exists concerning the basis for termination, Executive's employment hereunder shall not be terminated except after the dispute is finally resolved and a Termination Date is determined either by a mutual written agreement of the Parties, or by a binding and final judgment order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

(k) WPM. **"WPM"** means collectively, WPM, L.P., a limited partnership organized by Warburg Pincus Private Equity IX, L.P. ("**WPM L.P.**"), a global private equity investment fund managed by Warburg Pincus LLC ("**Warburg**") and any Affiliates of WPM L.P. or Warburg.

5. Notice of Termination. Any purported termination by a Metavante Group Member, on the one hand, or by Executive, on the other hand (other than by death of Executive) shall be communicated by Notice of Termination to the other. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) the Termination Date. For purposes of this Agreement, no such purported termination of employment shall be effective without such Notice of Termination.

6. Obligations of Metavante Upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Term, Executive's employment is terminated by all Metavante Group Members other than for Cause, Disability or due to Executive's death, or Executive shall terminate employment for Good Reason:

(1) Metavante Technologies (or another Metavante Group Member) shall pay to Executive the aggregate of the following amounts:

(i) A. As soon as practicable after the Termination Date an amount equal to the Executive's Annual Base Salary through the Termination Date to the extent not theretofore paid;

B. A lump sum payment six (6) months after the Termination Date equal to the product of (x) the higher of (I) the Recent Average Bonus or (II) the Annual Bonus paid or payable, including any amount deferred, (and annualized for any fiscal year consisting of less than twelve (12) full months or for which Executive has been employed for less than twelve (12) full months) for the most recently completed fiscal year prior to the

Termination Date, if any (such higher amount being referred to as the **"Highest Annual Bonus"**) and (y) a fraction, the numerator of which is the number of days completed in the current fiscal year through the Termination Date, and the denominator of which is three hundred sixty-five (365); and

C. As soon as practicable after the Termination Date an amount equal to the Executive's accrued but untaken vacation through the Termination Date.

The sum of the amounts described in Clauses (A) and (B) and (C) shall be hereinafter referred to as the **"Accrued Obligations"**;

(ii) A lump sum payment six (6) months after the Termination Date equal to the product of (A) two (2) and (B) the sum of (x) Executive's Annual Base Salary and (y) Executive's Highest Annual Bonus;

(iii) A lump-sum supplemental retirement benefit payment six (6) months after the Termination Date equal to the difference between (1) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Metavante Group's contribution history with respect to the applicable retirement plan, incentive plans, savings plans and other similar such plans (or any successor plan thereto) (the **"Retirement Plans"**) during the twelve (12) month period immediately preceding the date of a Change of Control) of the benefit payable under the Retirement Plans and any supplemental and/or excess retirement plan providing benefits for Executive (the **"SERP"**) which Executive would receive if Executive's employment continued for an additional two (2) years after the Termination Date with annual compensation equal to the sum of the Annual Base Salary and Highest Annual Bonus, assuming for this purpose that all accrued benefits and contributions are fully vested and that benefit accrual formulas and the Metavante Group's contributions are no less advantageous to Executive than those in effect during the twelve (12) month period immediately preceding the date of a Change of Control, and (2) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Code) of Executive's actual benefit (paid or payable), if any, under the Retirement Plans and the SERP; and

(iv) A lump sum payment six (6) months after the Termination Date equal to the product of (i) two (2) and (ii) the sum of (x) the imputed income reflected on Executive's W-2 attributable to the

car provided to Executive, if any, for the last calendar year ending before the date of a Change of Control and (y) the club dues for Executive paid by the Metavante Group attributable to such year, if any.

(2) For twenty-four (24) months after the Termination Date, the Metavante Group shall continue to provide medical and dental benefits to Executive and/or Executive's family in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their families as in effect from time to time thereafter. Notwithstanding the foregoing, if Executive becomes reemployed with another employer and is eligible to receive medical or other benefits under another employer provided plan, the medical and other benefits provided by the Metavante Group shall be secondary to those provided under the plan(s) of the other employer, but the aggregate coverage of the combined benefit plans of the Metavante Group and other employer shall in no event, be less favorable to Executive, in terms of amounts and deductibles and costs to him, than the Metavante Group coverage required hereunder.

(3) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, each outstanding non-performance based stock option granted to the Executive shall automatically become fully and immediately vested.

(4) Executive shall have the right to purchase the car provided to him by the Metavante Group during the twelve (12) month period immediately preceding the date of a Change of Control, if applicable, (or a comparable car acceptable to Executive if such car is no longer owned by the Metavante Group), at the fair market value thereof on the Termination Date, exercisable within thirty (30) days after the Termination Date; and if the car is not purchased, Executive shall return the car.

Notwithstanding anything herein contained to the contrary, the payments and benefits provided in this Section 6(a) (other than the Accrued Obligations) shall not be paid or provided to Executive unless and until he executes a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

(b) Death. If Executive's employment is terminated by reason of Executive's death during the Term, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that the Metavante Group shall pay or provide the Accrued Obligations, six (6) months of Annual Base Salary, and the Other Benefits. The Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days of the Termination Date. The six (6) months of Annual Base Salary shall be paid during the six (6) month period following the Termination Date on a monthly basis. The term **"Other**

Benefits" as used in this Section 6(b) shall mean, and Executive's family shall be entitled to receive, benefits at least equal to the most favorable benefits provided by the Metavante Group to surviving families of peer executives of the Metavante Group and under such plans, programs, practices and policies relating to family death benefits, if any, as in effect with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of the Change of Control or, if more favorable to Executive and/or Executive's family, as in effect on the date of Executive's death with respect to other peer executives of the Metavante Group and their families.

(c) Disability. If Executive's employment is terminated by reason of Executive's Disability during the Term, this Agreement shall terminate without further obligations to Executive, except that the Metavante Group shall pay or provide the Accrued Obligations and the Other Benefits. The Accrued Obligations shall be paid to Executive at the same times as specified in Section 6(a)(i). The term "Other Benefits" as used in this Section 6(c) shall include, and Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Metavante Group to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of a Change of Control or, if more favorable to Executive and/or Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Metavante Group.

(d) Cause; Other Than for Good Reason. If Executive's employment shall be terminated for Cause during the Term, or if Executive voluntarily terminates employment during the Term for other than Good Reason, this Agreement shall terminate without further obligations to Executive other than the obligation to pay to Executive Annual Base Salary through the Date of Termination and any other amounts earned or accrued through the Termination Date, in each case to the extent theretofore unpaid; provided that if Executive voluntarily terminates, Executive shall receive the benefits normally provided upon normal or early retirement with respect to other peer executives and their families to the extent he qualifies for such benefits. All salary or compensation hereunder shall be paid to Executive in a lump sum in cash within thirty (30) days of the Date of Termination.

(e) Delinquent Payments. If any of the payments referred to in this Section 6 are not paid within the time specified after the Termination Date (hereinafter a **"Delinquent Payment"**), in addition to such principal sum, Metavante Technologies will pay to Executive interest on all such Delinquent Payments computed at the prime rate as announced from time to time by M&I Marshall & Ilsley Bank, or its successor, compounded monthly. Notwithstanding the foregoing, no interest shall be due and owing for payments which are delayed because of Executive's failure to execute the Separation Agreement and Release or the rescission thereof.

(f) Limitations. Notwithstanding any other provision of this Section 6 to the contrary, to the extent any benefits provided pursuant to Section 6(a)(2) or other benefits pursuant to Section 6(b) or (c) during the first six (6) months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of regulations under Section 409A of the Code, Executive shall pay the cost of such coverage during the first six (6) months following Executive's termination and shall be reimbursed by the Metavante Group for the cost of such coverage six (6) months after Executive's termination. Notwithstanding any other provision of this Section 6 to the contrary, including the preceding sentence, if the provision of the medical and dental benefits coverage described herein would be discriminatory within the meaning of Section 105(h) of the Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of all such coverage and neither Executive nor his survivors, as the case may be, shall be reimbursed by the Metavante Group for doing so.

7. No Mitigation. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced (except to the extent set forth in Section 6(a)(2)) whether or not Executive obtains other employment.

8. Excise Tax Payments.

(a) If any payment or distribution to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, Executive's employment with a Metavante Group Member (a **"Payment"** or **"Payments"**), would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any interest and penalties, are collectively referred to as the **"Excise Tax"**), then Executive shall be entitled to receive an additional payment (a **"Gross-Up Payment"**) in an amount such that after payment by Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax, imposed upon the Gross-Up Payment, Executive retains, or has paid to the taxing authority on Executive's behalf, an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. Notwithstanding the foregoing, no Gross-Up Payment will be made to Executive if reducing the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax.

(b) A determination shall be made as to whether and when a Gross-Up Payment is required pursuant to this Section 8 and the amount of such Gross-Up Payment, such determination to be made fifteen (15) business days after the Termination Date, or such other time as reasonably requested by Metavante Technologies or by Executive (provided Executive reasonably believes that any of the Payments may be subject to the Excise Tax). Such determination shall be made by a national independent accounting firm selected by Executive (the **"Accounting Firm"**). All fees, costs and

expenses (including, but not limited to, the cost of retaining experts) of the Accounting Firm shall be borne by Metavante Technologies and Metavante Technologies shall pay such fees, costs and expenses as they become due. The Accounting Firm shall provide detailed supporting calculations, acceptable to Executive, both to Metavante Technologies and Executive. The Gross-Up Payment, if any, as determined pursuant to this Section 8(b) shall be paid by Metavante Technologies to Executive or paid by Metavante Technologies on behalf of Executive to the applicable government taxing authorities by means of payroll tax withholding if required by law or if timely requested by Executive when payment of all or any portion of the Excise Tax is due. If the Accounting Firm determines that no Excise Tax is payable by Executive with respect to a Payment or Payments, it shall furnish Executive with an unqualified opinion that no Excise Tax will be imposed with respect to any such Payment or Payments. Any such initial determination by the Accounting Firm of the Gross-Up Payment shall be binding upon Metavante Technologies and Executive subject to the application of Section 9(c).

(c) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that a Gross-Up Payment (or a portion thereof) will be paid which should not have been paid (an **"Overpayment"**) or a Gross-Up Payment (or a portion thereof) which should have been paid will not have been paid (an **"Underpayment"**). An Underpayment shall be deemed to have occurred upon notice (formal or informal) to Executive from any governmental taxing authority that the tax liability of Executive (whether in respect of the then current taxable year of Executive or in respect of any prior taxable year of Executive) may be increased by reason of the imposition of the Excise Tax on a Payment or Payments with respect to which Metavante Technologies has failed to make a sufficient Gross-Up Payment. An Overpayment shall be deemed to have occurred upon a Final Determination (as hereinafter defined) that the Excise Tax shall not be imposed upon a Payment or Payments with respect to which Executive had previously received a Gross-Up Payment. **"Final Determination"** shall be deemed to have occurred when Executive has received from the applicable governmental taxing authority a refund of taxes or other reduction in Executive's tax liability by reason of the Overpayment and upon either (i) the date a determination is made by, or an agreement is entered into with, the applicable governmental taxing authority which finally and conclusively binds Executive and such taxing authority, or in the event that a claim is brought before a court of competent jurisdiction, the date upon which a final determination has been made by such court and either all appeals have been taken and finally resolved or the time for all appeals has expired, or (ii) the expiration of the statute of limitations with respect to Executive's applicable tax return. If an Underpayment occurs, Executive shall promptly notify Metavante Technologies and Metavante Technologies shall pay to Executive at least five (5) business days prior to the date on which the applicable governmental taxing authority has requested payment, an additional Gross-Up Payment equal to the amount of the Underpayment plus any interest and penalties imposed on the Underpayment. If an Overpayment occurs, the amount of the Overpayment shall be treated as a loan by Metavante Technologies to Executive and Executive shall, within ten (10) business days of the occurrence of such Overpayment, pay to Metavante Technologies the amount of the Overpayment plus interest at an annual rate equal to the rate provided for in Section 1274(b)(2)(E) of the Code from the date the Gross-Up Payment (to which the Overpayment relates) was paid to Executive.

(d) If no Gross-Up Payment is made because reducing the Payments to Executive under Section 6(a)(1)(ii) of this Agreement by $50,000 or less would avoid the application of the Excise Tax, then the amount paid to Executive under Section 6(a)(1)(ii) of this Agreement shall be reduced by the amount necessary to avoid the Excise Tax; provided, however, the reduction will only be made if doing so would result in Executive retaining more after-tax than if the reduction were not made.

9. Unauthorized Disclosure. During the term of Executive's employment with a Metavante Group Member, and during the two (2) year period following the Termination Date, Executive shall not make any Unauthorized Disclosure. For purposes of this Agreement, **"Unauthorized Disclosure"** shall mean disclosure by Executive without the consent of the Board to any person, other than an employee of a Metavante Group Member or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of Executive's duties as an executive of a Metavante Group Member or as may be legally required, of any confidential information obtained by Executive while in the employ of a Metavante Group Member (including, but not limited to, any confidential information with respect to any of Metavante Group's customers or methods of operation) the disclosure of which he knows or has reason to believe will be materially injurious to the Metavante Group; provided, however, that the term "Unauthorized Disclosure" shall not include the use or disclosure by Executive, without consent, of any information known generally to the public (other than as a result of disclosure by him in violation of this Section 9) or any information not otherwise considered confidential by a reasonable person engaged in the same business as that conducted by the Metavante Group. Notwithstanding the foregoing, Executive's obligation hereunder not to make any Unauthorized Disclosure shall continue after the end of the two-year period following Executive's termination of employment with the Metavante Group as regards any information which is a trade secret as defined in Section 134.90 of the Wisconsin Statutes. In no event shall an asserted violation of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

10. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of Metavante Technologies, its successors and assigns and Metavante Technologies shall require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Metavante Technologies would be required to perform if no such succession or assignment had taken place.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representative.

11. Legal Fees and Expenses. Metavante Technologies, or a successor entity, shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) reasonably incurred by Executive as they become due as a result of (i) Executive's hearing

before the Board as contemplated in Section 4(d) of this Agreement, (ii) a dispute between Executive and the Internal Revenue Service (or any other taxing authority) with regard to an **"Underpayment"** (as defined in Section 8 of this Agreement), or (iii) Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by a Metavante Group Member or an Affiliate under which Executive is or may be entitled to receive benefits.

12. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, if to Metavante Technologies, Inc., 4900 West Brown Deer Road, Brown Deer, Wisconsin 53223, Attn: Chief Administrative Officer or if to Executive, to the address set forth below Executive's signature, or to such other address as the party may be notified. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third (3rd) business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

13. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Metavante Group for which Executive may qualify. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan or program of the Metavante Group shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

14. Settlement of Claims. Metavante Technologies' obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which a Metavante Group Member may have against Executive or others.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Metavante Technologies. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. Non-Duplication. In the event that the Executive receives payments and benefits pursuant to Section 6 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any other Metavante Group Member.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof.

18. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

19. Entire Agreement. This Agreement and the Employee Confidentiality and Property Agreement, constitute the entire agreement between the Parties hereto and supersede all prior agreements, if any, understandings and arrangements, oral or written, between the Parties hereto with respect to the subject matter hereof.

20. Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

21. Withholding. The Metavante Group shall be entitled to withhold from amounts paid to Executive hereunder any federal, estate or local withholding or other taxes or charges which it is, from time to time, required to withhold. The Metavante Group shall be entitled to rely on an opinion of counsel if any question as to the amount or requirement of any such withholding shall arise.

22. 409A. In order to facilitate compliance with section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted by Section 409A of the Code.

IN WITNESS WHEREOF, Metavante Technologies has caused this Agreement to be executed by its duly authorized officers, and Executive has executed this Agreement, as of the day and year first above written.

METAVANTE TECHNOLOGIES, INC.

By: _____

_____

EXECUTIVE

By: _____

Address:

_____

_____

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Change of Control Agreement with Metavante Technologies, Inc. (my "Change of Control Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Change of Control Agreement. I also understand that I will receive the conditional benefits described in my Change of Control Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Change of Control Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Change of Control Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Change of Control Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to Metavante Technologies' Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2___.

_____

Vice President, Human Resources

Exhibit 10.9

METAVANTE TECHNOLOGIES, INC.
CHANGE OF CONTROL AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of November, 2007, by and between METAVANTE HOLDING COMPANY (to be renamed METAVANTE TECHNOLOGIES, INC.) (**"Metavante Technologies"**), and _____ (the **"Executive"**) (hereinafter collectively referred to as the **"Parties"**).

W I T N E S S E T H:

WHEREAS, Executive is employed by Metavante Technologies or by another Metavante Group Member (as hereafter defined in Section 4); and

WHEREAS, the Board of Directors of Metavante Technologies (the **"Board"**) recognizes that the possibility of a Change of Control (as hereinafter defined in Section 2) exists and that the threat of or the occurrence of a Change of Control can result in significant distractions of certain of its key management personnel because of the uncertainties inherent in such a situation; and

WHEREAS, the Board has determined that it is essential and in the best interest of Metavante Technologies and its shareholders to retain the services of the Executive in the event of a threat or occurrence of a Change of Control and to ensure Executive's continued dedication and efforts in such event without undue concern for Executive's personal financial and employment security; and

WHEREAS, Metavante Technologies has determined that Executive should be compensated in the event of a Change of Control if Executive's employment is terminated without Cause or Executive terminates Executive's employment for Good Reason during the Term, both as defined below.

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows.

1. Term of Agreement. The **"Term"** of this Agreement begins on the date a Change of Control occurs and ends on the first anniversary after the date of a Change of Control.

2. Change of Control. For purposes of this Agreement, a **"Change of Control"** shall mean the first to occur of the following:

(a) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**)) other than WPM, L.P., of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (i) the then-outstanding shares of common stock of Metavante Technologies (the **"Outstanding Metavante Technologies Common Stock"**), or (ii) the combined voting power of the then-outstanding voting securities of Metavante Technologies entitled to vote generally in the election of directors (the **"Outstanding Metavante Technologies Voting Securities"**), provided, however, that the following acquisitions of common stock

shall not constitute a Change of Control: (i) any acquisition directly from Metavante Technologies (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (ii) any acquisition by Metavante Technologies, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by any Metavante Group Member, (iv) any acquisition by WPM (except as set forth below) or (v) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (the **"Incumbent Board"**) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Metavante Technologies' shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (i) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (ii) no person (excluding Metavante Technologies, any employee benefit plan (or related trust) of the Metavante Group or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation, WPM, and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Technologies Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then-outstanding voting securities of such corporation, entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(d) Consummation of (i) a complete liquidation or dissolution of Metavante Technologies or (ii) the sale or other disposition of all or substantially all of the assets of Metavante Technologies, other than to a corporation, with respect to which following such sale or other disposition, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of such corporation and the combined voting power of the then-outstanding voting securities of such corporation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Metavante Technologies Common Stock and Outstanding Metavante Technologies Voting Securities, as the case may be, (B) no person (excluding Metavante Technologies and any employee benefit plan (or related trust) of the Metavante Group or such corporation, WPM, and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Metavante Common Stock or Outstanding Metavante Technologies Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of such corporation or the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Incumbent Board providing for such sale of other disposition of assets of Metavante Technologies.

Notwithstanding the preceding provisions of this Section 2, no event shall constitute a Change of Control if, immediately following such event, (x) WPM beneficially owns, directly or indirectly, 25% or more of the Outstanding Metavante Technologies Voting Securities (or, in the case of clauses (c) and (d) above, voting securities of the entity resulting from the applicable event entitled to vote generally in the election of directors), and (y) no person (other than Metavante Technologies or any employee benefit plan (or related trust) of the Metavante Group or the resulting entity) owns, directly or indirectly, more Outstanding Metavante Technologies Voting Securities (or, if applicable, voting securities of such resulting entity) than WPM; provided, however, that the acquisition by WPM, or any "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) including WPM, of beneficial ownership of fifty percent (50%) or more of either: (i) the then-outstanding shares of Metavante Technologies Common Stock; or (ii) the combined voting power of the Outstanding Metavante Technologies Voting Securities shall in any event constitute a Change of Control for purposes of this Agreement.

3. Severance. If, during the Term, Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member, other than for Cause or Disability or due to Executive's death, or by Executive for

Good Reason (solely as defined in Section 4 of this Agreement), Executive shall be entitled to the compensation and benefits set forth in Section 6 of this Agreement, conditioned upon the execution and delivery by Executive, within 30 days of the date of Executive's termination of employment, of a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

4. Definitions. For purposes of this Agreement, the following terms shall have the meanings described hereunder:

(a) Affiliate. **"Affiliate"** means, with respect to Metavante Technologies or Metavante Corporation, any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with Metavante Technologies or Metavante Corporation and with respect to WPM, L.P. and Warburg means any other entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common Control with WPM, L.P. or Warburg, as applicable. For purposes of this definition **"Control"** (including the terms "Controlled by" and "under common Control with") means with respect to any entity, the power to direct the management and policies of such entity, directly or indirectly whether through the ownership of voting securities, by contract, or otherwise.

(b) Annual Base Salary. **"Annual Base Salary"** shall mean the greater of (i) the base salary (**"Base Salary"**) paid or payable to Executive by Metavante Group Members in respect of the twelve (12) month period immediately preceding the month in which the date of a Change of Control occurs, or (ii) Executive's Base Salary on the Termination Date. Base Salary shall be calculated by including in Base Salary any amounts which were deferred by Executive under the 401(k) plan, the cafeteria plan and any nonqualified deferred compensation plans of the Metavante Group and any other deferrals that would have increased Executive's Base Salary if paid in cash when earned.

(c) Annual Bonus. **"Annual Bonus"** shall mean the annual bonus, if any, awarded (including amounts that were deferred) to Executive in the last fiscal year immediately preceding the fiscal year in which the termination occurs.

(d) Cause. **"Cause"** shall mean a termination evidenced by a resolution adopted in good faith by a majority of the Board that Executive (i) willfully, deliberately and continually failed to substantially perform Executive's duties (other than a failure resulting from Executive's incapacity due to physical or mental illness) which failure constitutes gross misconduct, and results in and was intended to result in demonstrable material injury to a member of the Metavante Group, monetary or otherwise, or (ii) committed acts of fraud and dishonesty constituting a felony, as determined by a final judgment or order of a court of competent jurisdiction, and resulting or intended to result in gain to or personal enrichment of Executive at the expense of a Metavante Group Member, provided, however, that no termination of Executive's employment shall be for Cause until (a) Executive shall have had at least sixty (60) days to cure any conduct or act alleged to provide Cause for termination after a written notice of demand has been delivered to Executive specifying in detail the manner in which Executive's conduct

would constitute Cause, and (b) Executive shall have been provided an opportunity to be heard by the Board (with the assistance of Executive's counsel if Executive so desires). No act, or failure to act, on Executive's part, shall be considered "willful" unless Executive has acted or failed to act in bad faith and without a reasonable belief that Executive's action or failure to act was in the best interest of the Metavante Group. During the 60-day cure period, Executive may be put on paid administrative leave by the management of Metavante Technologies.

(e) Disability. **"Disability"** shall mean the absence of Executive from Executive's duties with the Metavante Group Member which employs Executive on a full-time basis for one hundred eighty (180) consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by Metavante Technologies or its insurers and acceptable to Executive or Executive's legal representative, provided if the Parties are unable to agree, the Parties shall request the Dean of the Medical College of Wisconsin to choose such physician. If Metavante Technologies determines in good faith that the Disability of Executive has occurred during the Term (pursuant to the definition of Disability set forth above), it may give to Executive written notice in accordance with Section 5 of this Agreement of Metavante Technologies intention to terminate Executive's employment. In such event, Executive's employment with all Metavante Group Members shall terminate effective on the thirtieth (30th) day after receipt of such notice by Executive (the **"Disability Effective Date"**), provided that, within thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties.

(f) Good Reason.

(1) For purposes of this Agreement, **"Good Reason"** means the occurrence of any one of the following:

(i) A reduction in Executive's base salary or target short-term incentive opportunity below that immediately prior to the Change of Control;

(ii) Failure to provide Executive with the same long term incentive opportunities or benefits (including retirement plans) provided to other peer executives of the entity which employs Executive after the Change of Control; or

(iii) Transferring Executive to a primary work location that is more than thirty (30) miles further away from Executive's residence than the primary work location immediately prior to the Change of Control.

(iv) a material diminution of the Executive's title from his title prior to the change of control;

(v) A material adverse change, without the Executive's written consent, in the Executive's working conditions or status with Metavante

Technologies, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, functions, duties or responsibilities (except that being removed from a committee shall not be considered such a change unless it is removal from the Executive Committee of Metavante Technologies).

(2) Any event or condition described in Section 4(f)(1) which occurs prior to the date of the Change of Control but which Executive reasonably demonstrates (i) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change of Control, or (ii) otherwise arose in connection with or in anticipation of a Change of Control, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred prior to the date of the Change of Control.

(3) Executive's right to terminate Executive's employment for Good Reason shall not be affected by Executive's incapacity due to physical or mental illness. Executive's continued employment or failure to give Notice of Termination shall not constitute consent to, or a waiver of rights with respect to, any circumstances constituting Good Reason hereunder.

(g) Metavante Group. **"Metavante Group"** shall mean Metavante Technologies and all of its Affiliates.

(h) Metavante Group Member. **"Metavante Group Member"** shall mean a member of the Metavante Group.

(i) Recent Average Bonus. **"Recent Average Bonus"** shall mean the average annualized (for any fiscal year consisting of less than twelve (12) full months or with respect to which Executive has been employed by a Metavante Group Member for less than twelve (12) full months) bonuses paid or payable, including any amounts which were deferred under any applicable plans, to Executive by the Metavante Group in respect of the three (3) fiscal years immediately preceding the fiscal year in which the date of the Change of Control occurs.

(j) Termination Date. **"Termination Date"** shall mean in the case of Executive's death, date of death, or in all other cases, the date specified in the Notice of Termination subject to the following:

(i) If Executive's employment is terminated by a Metavante Group Member (and Executive is no longer employed by any Metavante Group Member), the date specified in the Notice of Termination shall be at least thirty (30) days after the date the Notice of Termination is given to Executive, provided, however, that in the case of Disability, Executive shall not have returned to the full-time performance of Executive's duties during such period of at least thirty (30) days;

(ii) If Executive's employment is terminated for Good Reason, the date specified in the Notice of Termination shall not be more than sixty (60) days after the date the Notice of Termination is given to Metavante Technologies; and

(iii) In the event that within thirty (30) days following the date of receipt of the Notice of Termination, one party notifies the other that a dispute exists concerning the basis for termination, Executive's employment hereunder shall not be terminated except after the dispute is finally resolved and a Termination Date is determined either by a mutual written agreement of the Parties, or by a binding and final judgment order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

(k) WPM. **"WPM"** means collectively, WPM, L.P., a limited partnership organized by Warburg Pincus Private Equity IX, L.P. ("**WPM L.P.**"), a global private equity investment fund managed by Warburg Pincus LLC ("**Warburg**") and any Affiliates of WPM L.P. or Warburg.

5. Notice of Termination. Any purported termination by a Metavante Group Member, on the one hand, or by Executive, on the other hand (other than by death of Executive) shall be communicated by Notice of Termination to the other. For purposes of this Agreement, a **"Notice of Termination"** shall mean a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) the Termination Date. For purposes of this Agreement, no such purported termination of employment shall be effective without such Notice of Termination.

6. Obligations of Metavante Upon Termination.

(a) Good Reason; Other Than for Cause, Death or Disability. If, during the Term, Executive's employment is terminated by all Metavante Group Members other than for Cause, Disability or due to Executive's death, or Executive shall terminate employment for Good Reason:

(1) Metavante Technologies (or another Metavante Group Member) shall pay to Executive the aggregate of the following amounts:

(i) A. As soon as practicable after the Termination Date an amount equal to the Executive's Annual Base Salary through the Termination Date to the extent not theretofore paid;

B. A lump sum payment six (6) months after the Termination Date equal to the product of (x) the higher of (I) the Recent Average Bonus or (II) the Annual Bonus paid or payable, including any amount deferred, (and annualized for any fiscal year consisting of less than twelve (12) full months or for which Executive has been employed for less than twelve (12) full months) for the most recently completed fiscal year prior to the

Termination Date, if any (such higher amount being referred to as the **"Highest Annual Bonus"**) and (y) a fraction, the numerator of which is the number of days completed in the current fiscal year through the Termination Date, and the denominator of which is three hundred sixty-five (365); and

C. As soon as practicable after the Termination Date an amount equal to the Executive's accrued but untaken vacation through the Termination Date.

The sum of the amounts described in Clauses (A) and (B) and (C) shall be hereinafter referred to as the **"Accrued Obligations"**;

(ii) A lump sum payment six (6) months after the Termination Date equal to the product of (A) one (1) and (B) the sum of (x) Executive's Annual Base Salary and (y) Executive's Highest Annual Bonus;

(iii) A lump-sum supplemental retirement benefit payment six (6) months after the Termination Date equal to the difference between (1) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the Metavante Group's contribution history with respect to the applicable retirement plan, incentive plans, savings plans and other similar such plans (or any successor plan thereto) (the **"Retirement Plans"**) during the twelve (12) month period immediately preceding the date of a Change of Control) of the benefit payable under the Retirement Plans and any supplemental and/or excess retirement plan providing benefits for Executive (the **"SERP"**) which Executive would receive if Executive's employment continued for an additional year after the Termination Date with annual compensation equal to the sum of the Annual Base Salary and Highest Annual Bonus, assuming for this purpose that all accrued benefits and contributions are fully vested and that benefit accrual formulas and the Metavante Group's contributions are no less advantageous to Executive than those in effect during the twelve (12) month period immediately preceding the date of a Change of Control, and (2) the actuarial equivalent (utilizing for this purpose the actuarial assumptions set forth in Section 417(e)(3) of the Code) of Executive's actual benefit (paid or payable), if any, under the Retirement Plans and the SERP; and

(iv) A lump sum payment six (6) months after the Termination Date equal to the product of (i) one (1) and (ii) the sum of (x) the imputed income reflected on Executive's W-2 attributable to the car provided to Executive, if any, for the last calendar year ending

before the date of a Change of Control and (y) the club dues for Executive paid by the Metavante Group attributable to such year, if any.

(2) For twelve (12) months after the Termination Date, the Metavante Group shall continue to provide medical and dental benefits to Executive and/or Executive's family in accordance with the most favorable plans, practices, programs or policies of the Metavante Group applicable generally to other peer executives who are active employees and their families as in effect from time to time thereafter. Notwithstanding the foregoing, if Executive becomes reemployed with another employer and is eligible to receive medical or other benefits under another employer provided plan, the medical and other benefits provided by the Metavante Group shall be secondary to those provided under the plan(s) of the other employer, but the aggregate coverage of the combined benefit plans of the Metavante Group and other employer shall in no event, be less favorable to Executive, in terms of amounts and deductibles and costs to him, than the Metavante Group coverage required hereunder.

(3) Notwithstanding anything to the contrary in the Metavante Equity Incentive Plan, each outstanding non-performance based stock option granted to the Executive shall automatically become fully and immediately vested.

(4) Executive shall have the right to purchase the car provided to him by the Metavante Group during the twelve (12) month period immediately preceding the date of a Change of Control, if applicable, (or a comparable car acceptable to Executive if such car is no longer owned by the Metavante Group), at the fair market value thereof on the Termination Date, exercisable within thirty (30) days after the Termination Date; and if the car is not purchased, Executive shall return the car.

Notwithstanding anything herein contained to the contrary, the payments and benefits provided in this Section 6(a) (other than the Accrued Obligations) shall not be paid or provided to Executive unless and until Executive executes a Separation Agreement and Release (which Executive does not later revoke) substantially in the form attached hereto as Exhibit A (the form shall be subject to any changes that Metavante Technologies deems necessary).

(b) Death. If Executive's employment is terminated by reason of Executive's death during the Term, this Agreement shall terminate without further obligations to Executive's legal representatives under this Agreement, except that the Metavante Group shall pay or provide the Accrued Obligations, six (6) months of Annual Base Salary, and the Other Benefits. The Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days of the Termination Date. The six (6) months of Annual Base Salary shall be paid during the six (6) month period following the Termination Date on a monthly basis. The term **"Other Benefits"** as used in this Section 6(b) shall mean, and Executive's family shall be entitled

to receive, benefits at least equal to the most favorable benefits provided by the Metavante Group to surviving families of peer executives of the Metavante Group and under such plans, programs, practices and policies relating to family death benefits, if any, as in effect with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of the Change of Control or, if more favorable to Executive and/or Executive's family, as in effect on the date of Executive's death with respect to other peer executives of the Metavante Group and their families.

(c) Disability. If Executive's employment is terminated by reason of Executive's Disability during the Term, this Agreement shall terminate without further obligations to Executive, except that the Metavante Group shall pay or provide the Accrued Obligations and the Other Benefits. The Accrued Obligations shall be paid to Executive at the same times as specified in Section 6(a)(i). The term "Other Benefits" as used in this Section 6(c) shall include, and Executive shall be entitled after the Disability Effective Date to receive, disability and other benefits at least equal to the most favorable of those generally provided by the Metavante Group to disabled executives and/or their families in accordance with such plans, programs, practices and policies relating to disability, if any, as in effect generally with respect to other peer executives and their families at any time during the twelve (12) month period immediately preceding the date of a Change of Control or, if more favorable to Executive and/or Executive's family, as in effect at any time thereafter generally with respect to other peer executives of the Metavante Group.

(d) Cause; Other Than for Good Reason. If Executive's employment shall be terminated for Cause during the Term, or if Executive voluntarily terminates employment during the Term for other than Good Reason, this Agreement shall terminate without further obligations to Executive other than the obligation to pay to Executive Annual Base Salary through the Date of Termination and any other amounts earned or accrued through the Termination Date, in each case to the extent theretofore unpaid; provided that if Executive voluntarily terminates, Executive shall receive the benefits normally provided upon normal or early retirement with respect to other peer executives and their families to the extent Executive qualifies for such benefits. All salary or compensation hereunder shall be paid to Executive in a lump sum in cash within thirty (30) days of the Date of Termination.

(e) Delinquent Payments. If any of the payments referred to in this Section 6 are not paid within the time specified after the Termination Date (hereinafter a **"Delinquent Payment"**), in addition to such principal sum, Metavante Technologies will pay to Executive interest on all such Delinquent Payments computed at the prime rate as announced from time to time by M&I Marshall & Ilsley Bank, or its successor, compounded monthly. Notwithstanding the foregoing, no interest shall be due and owing for payments which are delayed because of Executive's failure to execute the Separation Agreement and Release or the rescission thereof.

(f) Limitations. Notwithstanding any other provision of this Section 6 to the contrary, to the extent any benefits provided pursuant to Section 6(a)(2) or other benefits

pursuant to Section 6(b) or (c) during the first six (6) months after Executive's termination are not paid pursuant to a qualified plan, a bona fide sick leave or vacation plan, a disability plan, a death benefit plan or a plan providing medical expense reimbursements which are non-taxable or a separation pay plan (within the meaning of regulations under Section 409A of the Code, Executive shall pay the cost of such coverage during the first six (6) months following Executive's termination and shall be reimbursed by the Metavante Group for the cost of such coverage six (6) months after Executive's termination. Notwithstanding any other provision of this Section 6 to the contrary, including the preceding sentence, if the provision of the medical and dental benefits coverage described herein would be discriminatory within the meaning of Section 105(h) of the Code, then, to the extent necessary to prevent such discrimination, Executive (or his survivors, as the case may be) shall pay the cost of all such coverage and neither Executive nor his survivors, as the case may be, shall be reimbursed by the Metavante Group for doing so.

7. No Mitigation. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced (except to the extent set forth in Section 6(a)(2)) whether or not Executive obtains other employment.

8. Certain Reduction of Payments by Metavante Technologies.

(a) For purposes of this Section 8: (i) a **"Payment"** shall mean any payment or distribution in the nature of compensation to or for the benefit of Executive, whether paid or payable pursuant to this Agreement or otherwise; (ii) **"Agreement Payment"** shall mean a Payment paid or payable pursuant to this Agreement (disregarding this Section); (iii) **"Present Value"** shall mean such value determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of Code; and (iv) **"Reduced Amount"** shall mean an amount expressed in Present Value that maximizes the aggregate Present Value of Agreement Payments without causing any Payment to be nondeductible by Metavante Technologies or any Metavante Group Member because of Section 280G of the Code.

(b) Anything in the Agreement to the contrary notwithstanding, in the event the national independent accounting firm selected by Metavante Technologies (the **"Accounting Firm"**) shall determine that receipt of all Payments would subject Executive to tax under Section 4999 of the Code, the aggregate Agreement Payments shall be reduced (but not below zero) to meet the definition of Reduced Amount.

(c) If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, Metavante Technologies shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section shall be binding upon Metavante Technologies and Executive and shall be made within 60 days of a termination of employment of Executive. For purposes of reducing the aggregate Agremeent Payments to the Reduced Amount, only amounts payable under this Agreement (and no other Payments) shall be reduced. The reduction of the aggregate Agreement Payments to the Reduced Amount, if applicable, shall be made by reducing

the Separation Payments under the following sections in the following order: (i) Section 6(a)(1)(ii), (ii) Section 6(a)(1(iii), and (iii) Section 6(a)(1)(i)(B). As promptly as practicable following such determination, Metavante Technologies shall pay to or distribute for the benefit of Executive such Agreement Payments as are then due to Executive under this Agreement and shall promptly pay to or distribute for the benefit of Executive in the future such Agreement Payments as become due to Executive under this Agreement.

(d) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by Metavante Technologies to or for the benefit of Executive pursuant to this Agreement which should not have been so paid or distributed (**"Overpayment"**) or that additional amounts which will have not been paid or distributed by Metavante Technologies to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (**"Underpayment"**), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either Metavante Technologies or Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, any such Overpayment paid or distributed by Metavante Technologies to or for the benefit of Executive shall be repaid to Metavante Technologies together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no such amount shall be payable by Executive to Metavante Technologies if and to the extent such payment would not either reduce the amount on which Executive is subject to tax under Section 1 and Section 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by Metavante Technologies to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(e) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 8 shall be borne by Metavante Technologies.

9. Unauthorized Disclosure. During the term of Executive's employment with a Metavante Group Member, and during the two (2) year period following the Termination Date, Executive shall not make any Unauthorized Disclosure. For purposes of this Agreement, **"Unauthorized Disclosure"** shall mean disclosure by Executive without the consent of the Board to any person, other than an employee of a Metavante Group Member or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of Executive's duties as an executive of a Metavante Group Member or as may be legally required, of any confidential information obtained by Executive while in the employ of a Metavante Group Member (including, but not limited to, any confidential information with respect to any of Metavante Group's customers or methods of operation) the disclosure of which Executive knows or has reason to believe will be materially injurious to the Metavante Group; provided, however, that the term "Unauthorized Disclosure" shall not include the use or disclosure by Executive, without consent, of any information known generally to the public

(other than as a result of disclosure by him in violation of this Section 9) or any information not otherwise considered confidential by a reasonable person engaged in the same business as that conducted by the Metavante Group. Notwithstanding the foregoing, Executive's obligation hereunder not to make any Unauthorized Disclosure shall continue after the end of the two-year period following Executive's termination of employment with the Metavante Group as regards any information which is a trade secret as defined in Section 134.90 of the Wisconsin Statutes. In no event shall an asserted violation of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement.

10. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of Metavante Technologies, its successors and assigns and Metavante Technologies shall require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Metavante Technologies would be required to perform if no such succession or assignment had taken place.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representative.

11. Legal Fees and Expenses. Metavante Technologies, or a successor entity, shall pay all legal fees and related expenses (including the costs of experts, evidence and counsel) reasonably incurred by Executive as they become due as a result of (i) Executive's hearing before the Board as contemplated in Section 4(d) of this Agreement, (ii) a dispute between Executive and the Internal Revenue Service (or any other taxing authority) with regard to an **"Underpayment"** (as defined in Section 8 of this Agreement), or (iii) Executive seeking to obtain or enforce any right or benefit provided by this Agreement or by any other plan or arrangement maintained by a Metavante Group Member or an Affiliate under which Executive is or may be entitled to receive benefits.

12. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, if to Metavante Technologies, Inc., 4900 West Brown Deer Road, Brown Deer, Wisconsin 53223, Attn: Chief Administrative Officer or if to Executive, to the address set forth below Executive's signature, or to such other address as the party may be notified. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third (3rd) business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

13. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Metavante Group for which Executive may qualify. Amounts which

are vested benefits or which Executive is otherwise entitled to receive under any plan or program of the Metavante Group shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

14. Settlement of Claims. Metavante Technologies' obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which a Metavante Group Member may have against Executive or others.

15. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and Metavante Technologies. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. Non-Duplication. In the event that the Executive receives payments and benefits pursuant to Section 6 hereof, the Executive shall not be entitled to any severance payments or benefits under any other agreement, plan, or program of Metavante Technologies or any other Metavante Group Member.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to the conflict of law principles thereof.

18. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

19. Entire Agreement. This Agreement and the Employee Confidentiality and Property Agreement, constitute the entire agreement between the Parties hereto and supersede all prior agreements, if any, understandings and arrangements, oral or written, between the Parties hereto with respect to the subject matter hereof.

20. Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

21. Withholding. The Metavante Group shall be entitled to withhold from amounts paid to Executive hereunder any federal, estate or local withholding or other taxes or charges which it is, from time to time, required to withhold. The Metavante Group shall be entitled to rely on an opinion of counsel if any question as to the amount or requirement of any such withholding shall arise.

22. 409A. In order to facilitate compliance with section 409A of the Code, Metavante Technologies and the Executive shall neither accelerate nor defer or otherwise change the time at which any payment due hereunder is to be made, except as may otherwise be permitted by Section 409A of the Code.

IN WITNESS WHEREOF, Metavante Technologies has caused this Agreement to be executed by its duly authorized officers, and Executive has executed this Agreement, as of the day and year first above written.

METAVANTE TECHNOLOGIES, INC.

By: _____

_____

EXECUTIVE

By: _____

Address:

_____

_____

EXHIBIT A

METAVANTE TECHNOLOGIES, INC.

SEPARATION AGREEMENT AND RELEASE

Date Provided to Employee: _____

In order to receive severance benefits under my Change of Control Agreement with Metavante Technologies, Inc. (my "Change of Control Agreement"), I understand that I must sign and return this Release to the Chief Administrative Officer of Metavante. I must do so within 30 calendar days (due on _____) from the date my employment is terminated.

I understand that my employment with Metavante has been terminated effective _____. I understand that regardless of whether I sign this release, I am entitled to certain unconditional benefits described in my Change of Control Agreement. I also understand that I will receive the conditional benefits described in my Change of Control Agreement after signing the release below.

1. General Release of Claims.

   I, for myself, my heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasers") hereby irrevocably and unconditionally release, acquit and forever discharge Metavante from, and covenant not to sue Metavante with respect to, any and all claims I have against Metavante.

2. Claims to Which Release Applies.

   This release applies both to claims that are now known or are later discovered. However, this release does not apply to any claims that may arise after the date I execute the release. Nor does this release apply to any claims that may not be released under applicable law.

3. Claims Released Include Age Discrimination and Employment Claims.

   The claims released include, but are not limited to, (1) claims arising under the Age Discrimination in Employment Act as amended (29 U.S.C. Section 621 et seq.), (2) claims arising out of or relating in any way to my employment with Metavante or the conclusion of that employment and (3) claims arising under any other federal, state or local law, regulation, ordinance or order that regulates the employment relationship except for vested benefits to be provided under employee benefit plans and amounts due under the Change of Control Agreement.

4. Release Covers Claims Against Related Parties.

For purposes of this release the term Metavante includes Metavante Technologies, Inc., and any of its present, former and future owners, parents, affiliates and direct and indirect subsidiaries, divisions and related entities and its and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, agents, servants, representatives, predecessors, successors, and assigns. Therefore, the claims released include claims I have against any such persons or entities.

5. The Terms “Claims” and “Release” are Construed Broadly.

As used in this release, the term “claims” shall be construed broadly and shall be read to include, for example, the terms “rights”, causes of action (whether arising in law or equity)”, “damages”, “demands”, “obligations”, “grievances” and “liabilities” of any kind or character. Similarly, the term “release” shall be construed broadly and shall be read to include, for example, the terms “discharge” and “waive”.

6. Release Binding on Employee and Related Parties.

This release shall be binding upon me and my agents, attorneys, personal representatives, executors, administrators, heirs, beneficiaries, successors, and assigns.

7. Additional Consideration.

I have executed this release in consideration for additional benefits under my Change of Control Agreement. I acknowledge that these benefits represent consideration in addition to anything of value that I am otherwise entitled to receive from Metavante. These severance benefits are sufficient to support this release.

8. All Representations in Documents.

In entering into this release I acknowledge that I have not relied on any verbal or written representations by any Metavante representative. I agree that I am not entitled to any other severance benefits except those described in this release and in my Change of Control Agreement.

9. Opportunity to Consider this Release; Consultation with Attorney.

I have read this release and fully understand its terms. I have been offered at least 21 days to consider its terms. I have been (and am again hereby) advised in writing to consult with an attorney before signing this release.

10. Voluntary Agreement.

I have entered into this release knowingly and voluntarily and understand that its terms are binding on me.

11. Partial Invalidity of Release.

If any part of this release is held to be unenforceable, invalid or void, then the balance of this release shall nonetheless remain in full force and effect to the extent permitted by law.

12. Headings.

The headings and subheadings in this release are inserted for convenience and reference only and are not to be used in construing the release.

13. Applicable Law.

Wisconsin law will apply in connection with any dispute or proceeding concerning this release.

14. Relationship of Severance Benefits to My Rights Under Other Benefit Plans.

I understand that severance benefits payable to me shall not be taken into account for purposes of determining my benefits under any other qualified or nonqualified plans of Metavante.

15. Suit in Violation of this Release—Loss of Benefits and Payment of Costs.

If I bring an action against Metavante in violation of this release or if I bring an action asking that the release be declared invalid or unenforceable, I agree that prior to the commencement of such an action I will tender back to Metavante all payments that I have received as consideration for this release. If my action is unsuccessful I further agree that I will pay all costs, expenses and reasonable attorneys' fees incurred by Metavante in its successful defense against the action. I acknowledge and understand that all remaining benefits to be provided to me as consideration for this release will permanently cease as of the date such action is instituted. However, the previous three sentences shall not be applicable if I bring an action challenging the validity of this release under the Age Discrimination in Employment Act (which I may do without penalty under this release).

16. Confidentiality.

I agree that I will not divulge proprietary or confidential information relating to Metavante. I also agree that the existence and terms of this release have been and will be kept confidential by me and not disclosed, revealed or characterized by me (directly or indirectly by innuendo or otherwise) except as required by law, to anyone other than my immediate family and my attorney and tax advisor, who shall also agree similarly not to make any further disclosure.

17. 7-Day Revocation Period.

I understand that I have a period of 7 calendar days following the date I deliver a signed copy of this release to Metavante Technologies' Chief Administrative Officer to revoke this release. This release and my entitlement to severance pay will be binding and effective upon the expiration of this 7-day period if I do not revoke, but not before.

18. Non-disparagement.

I agree not to make disparaging remarks about Metavante, or its products, services, or practices. Metavante Technologies agrees to use its reasonable best efforts to cause members of its Executive Committee and Board of Directors not to make disparaging remarks about me.

19. Other Employment at Metavante Results in Loss of Severance Benefits.

I agree that while receiving Metavante severance pay and benefits, I may not work at Metavante as an employee, contractor, consultant, or through an employment agency. If I return to Metavante through such an agreement, my conditional severance pay and benefits will be terminated.

20. No Re-Application.

I agree not to re-apply for employment at or otherwise work at Metavante.

_____ _____

Employee Name Date

Employee ID#

Received by Metavante on the __ day of _____, 2_____.

_____

Vice President, Human Resources

Exhibit 10.10

METAVANTE
2007 EQUITY INCENTIVE PLAN

1. Objectives. The Metavante 2007 Equity Incentive Plan is designed to attract and retain certain selected officers, key employees, non-employee directors and appropriate third parties whose skills and talents are important to the Company's operations, and reward them for making major contributions to the success of the Company. These objectives are accomplished by making awards under the Plan, thereby providing Participants with a proprietary interest in the growth and performance of the Company. Such awards shall include Awards of Options and Restricted Stock granted in substitution for awards or options and restricted stock granted under a plan of Marshall & Ilsley Corporation.

2. Definitions.

(a) "Award" shall mean an Option, share of Restricted Stock, Restricted Stock Unit, SAR (stock appreciation right), share of Performance Stock or Performance Unit awarded to a Participant pursuant to such terms, conditions and limitations as the Committee may establish in order to fulfill the objectives of the Plan.

(b) "Award Agreement" shall mean the agreement that sets forth the terms, conditions and limitations applicable to an Award.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Cause" shall mean (i) the definition of Cause set forth in any individual employment agreement or change of control agreement applicable to such Participant, or (ii) in the case of a Participant who does not have an individual employment agreement or change of control agreement that defines Cause, the definition of Cause contained in the Award Agreement, and (iii) in the case of a Participant who does not have an individual employment agreement, change of control agreement or Award Agreement that defines Cause, then Cause shall mean the discharge of a Participant on account of fraud or embezzlement against the Company or serious and willful acts of misconduct which are detrimental to the business of the Company.

(e) "Change of Control" shall mean the first to occur of the following:

(i) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) other than WPM, L.P., of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock"), or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote

generally in the election of directors (the "Outstanding Company Voting Securities"), provided, however, that the following acquisitions of common stock shall not constitute a Change of Control: (A) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (B) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any company controlled by the Company (each a member of the "Metavante Group"), (iv) any acquisition by WPM (except as set forth below) or (v) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (iii) of this Section 2(e); or

(ii) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (B) no person (excluding the Company, any employee benefit plan

(or related trust) of the Metavante Group or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation, WPM, L.P., and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Company Common Stock or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then-outstanding voting securities of such corporation, entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(iv) Consummation of a complete liquidation or dissolution of the Company or the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which following such sale or other disposition, (A) more than fifty percent (50%) of, respectively, the then-outstanding shares of common stock of such corporation and the combined voting power of the then-outstanding voting securities of such corporation and the combined voting power of the then-outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no person (excluding the Company and any employee benefit plan (or related trust) of the Metavante Group or such corporation, WPM, and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Company Common Stock or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then-outstanding shares of common stock of such corporation or the combined voting power of the then-outstanding

voting securities of such corporation entitled to vote generally in the election of directors, and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Incumbent Board providing for such sale of other disposition of assets of the Company.

Notwithstanding the preceding provisions of this subsection 2(e), no event shall constitute a Change of Control if, immediately following such event, (x) WPM beneficially owns, directly or indirectly, 25% or more of the Outstanding Company Voting Securities (or, in the case of clauses (iii) and (iv) above, voting securities of the entity resulting from the applicable event entitled to vote generally in the election of directors), and (y) no person (other than the Company or any employee benefit plan (or related trust) of the Metavante Group or the resulting entity) owns, directly or indirectly, more Outstanding Company Voting Securities (or, if applicable, voting securities of such resulting entity) than WPM; provided, however, that the acquisition by WPM, or any "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) including WPM, of beneficial ownership of fifty percent (50%) or more of either: (i) the then-outstanding shares of Common Stock; or (ii) the combined voting power of the Outstanding Company Voting Securities shall in any event constitute a Change of Control.

(f) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(g) "Common Stock" or "Stock" shall mean the authorized and issued or unissued common stock of the Company.

(h) "Committee" shall mean the Compensation Committee of the Board, unless the Board designates a different Committee. Except as otherwise determined by the Board, the Committee shall be so constituted as to permit grants to be exempt from Section 16(b) of the Securities Exchange Act of 1934, as amended, by virtue of Rule 16b-3 thereunder, as such rule is currently in effect or as hereafter modified or amended, and to permit the Plan to comply with Section 162(m) of the Code and any regulations promulgated thereunder, or any other statutory rule or regulatory requirements. Notwithstanding the foregoing, the full Board (i) shall act as the Committee with respect to any Awards granted to non-employee directors and (ii) may grant Awards to Participants prior to the date on which the Company becomes a separately traded public company.

(i) "Company" shall mean Metavante Holding Company, a Wisconsin corporation (to be renamed Metavante Technologies, Inc.). Unless the context clearly indicates otherwise, references to the Company shall also include Metavante Holding Company's direct and indirect subsidiaries, and partnerships and other business ventures in which Metavante Holding Company or its direct or indirect subsidiaries have a significant equity interest, as determined in the sole discretion of the Committee. For purposes of defining whether a Participant is

receiving stock of a “service recipient” under Section 409A of the Code and the guidance thereunder, this definition of “Company” shall be deemed to include the broadest definition of entities permissible under such guidance.

(j) “Effective Date” shall mean November 1, 2007.

(k) “Fair Market Value” shall mean the closing sale price of Common Stock on the principal securities exchange on which the Common Stock is then listed for trading as reported in the Midwest Edition of the Wall Street Journal on the indicated date. If no sales of Common Stock were made on said exchange on that date, “Fair Market Value” shall mean the closing sale price of Common Stock as reported for the most recent preceding day on which sales of Common Stock were made on said exchange, or, failing any such sales, such other market price as the Board or the Committee may determine in conformity with pertinent law and regulations of the Treasury Department. Notwithstanding the foregoing, the Committee may determine Fair Market Value for an Option or SAR using an average selling price during a specified period of 30 days or less, provided the Committee must irrevocably specify the commitment to grant the stock right with a purchase or grant price set using such an average selling price before the beginning of the specified period. For this purpose, the average selling price may be determined using the arithmetic mean of such selling prices on all trading days during the specified period, or the average of such prices over the specified period weighted based on the volume of trading of such stock on each trading day during such specified period. If Fair Market Value is determined using an average selling price, the Committee must designate the recipient of the stock right, the number of shares of Common Stock that are subject to the stock right, and the method for determining the purchase or grant price, including the period over which the averaging will occur, before the beginning of the specified averaging period.

(l) “Incentive Stock Option” shall mean an option to purchase shares of Common Stock which complies with the provisions of Section 422 of the Code.

(m) “M&I Option” shall mean an option to purchase shares of common stock of Marshall & Ilsley Corporation under an M&I Plan.

(n) “M&I Plans” shall mean the Marshall & Ilsley Corporation 1989, 1997, 2000 and 2003 Executive Stock Option and Restricted Stock Plans, 1993 Executive Stock Option Plan and 2006 Equity Incentive Plan.

(o) “M&I Restricted Stock Award” shall mean an award of restricted stock with respect to Marshall & Ilsley Corporation to an Employee of the Company under an M&I Plan which was not vested as of the Effective Date.

(p) “Nonstatutory Stock Option” shall mean an option to purchase shares of Common Stock which does not comply with the provisions of Section 422 of the Code or which is designated as such pursuant to Section 7 of the Plan.

(q) “Option” shall mean (i) with respect to an employee, an Incentive Stock Option or Nonstatutory Stock Option granted to a Participant by the Committee pursuant to Section 7 hereof and (ii) with respect to any non-employee, a Non-Statutory Stock Option granted to a Participant by the Committee pursuant to Section 7 hereof.

(r) “Participant” shall mean a current, prospective or former employee, non-employee director or appropriate third party who provides services to the Company to whom an Award has been made under the Plan.

(s) “Performance Goals” shall mean any goals the Committee establishes that relate to one or more of the following with respect to the Company or any one or more of its Subsidiaries or other business units, measured on an absolute basis or in terms of growth or reduction: net sales; cost of sales; revenue; gross income; net income; operating income; income from continuing operations; earnings (including before taxes, and/or interest and/or depreciation and amortization); earnings per share (including diluted earnings per share); price per share; cash flow; net cash provided by operating activities; net cash provided by operating activities less net cash used in investing activities; net operating profit; ratio of debt to debt plus equity; return on shareholder equity; return on capital; return on assets; operating working capital; average accounts receivable; economic value added; customer satisfaction; operating margin; profit margin; sales performance; sales quota attainment; new sales; cross/integrated sales; client engagement; client acquisition; net promoter score; internal revenue growth; and client retention. In the case of Awards that the Administrator determines will not be considered “performance based compensation” under Section 162(m) of the Code, the Committee may establish other Performance Goals not listed in this Plan. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be paid (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur).

(t) “Performance Stock” shall mean shares of Common Stock granted to a Participant by the Committee pursuant to Section 7 hereof, which are subject to restrictions related to the satisfaction of pre-established performance goals.

(u) “Performance Unit” shall mean a right to receive cash or one share of Common Stock (or a combination of cash and Common Stock) granted to a Participant pursuant to Section 7 hereof, which is conditioned upon the satisfaction of pre-established performance goals.

(v) “Plan” shall mean the Metavante 2007 Equity Incentive Plan.

(w) “Restricted Stock” shall mean shares of Common Stock granted to a Participant by the Committee pursuant to Section 7 hereof, which are subject to restrictions set forth in an Award Agreement.

(x) “Restricted Stock Unit” shall mean a right to receive one share of Common Stock granted to a Participant pursuant to Section 7 hereof, subject to the restrictions, if any, set forth in the Award Agreement.

(y) “SAR” shall mean a stock appreciation right with respect to one share of Common Stock granted to a Participant pursuant to Section 7 hereof, subject to the restrictions set forth in the Award Agreement.

(z) “Subsidiary” shall mean any corporation in which the Company or another entity qualifying as a Subsidiary within this definition owns 50% or more of the total combined voting power of all classes of stock, or any other entity (including, but not limited to, partnerships and joint ventures) in which the Company or another entity qualifying as a Subsidiary within this definition owns 50% or more of the combined equity thereof. For purposes of defining whether a Participant is receiving stock of a “service recipient” under Section 409A of the Code and the guidance thereunder, this definition of “Subsidiary” shall be deemed to include the broadest definition of entities permissible under such guidance.

(aa) “Substitute Award” shall mean: (i) an Award of an Option through the conversion of an option granted to a Participant under an M&I Option Plan; (ii) an Award of Restricted Stock in substitution for an M&I Restricted Stock Award; and (iii) an Option Award, Restricted Stock Award or Restricted Stock Unit Award issued in substitution for an option, restricted stock award or restricted stock unit award granted by an entity which engages in a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation involving the Company. Unless otherwise determined by the Committee, Substitute Awards shall remain subject to the terms of the plan under which they have been granted and the applicable award agreement.

(bb) “WPM” means collectively, WPM, L.P., a limited partnership organized by Warburg Pincus Private Equity IX, L.P. (“WPM L.P.”), a global private equity investment fund managed by Warburg Pincus LLC (“Warburg”) and any Affiliates of WPM L.P. or Warburg.

3. Eligibility. Current and prospective employees, non-employee directors, consultants or other persons who provide services to the Company eligible for an Award under the Plan are those who hold, or will hold, positions of responsibility and whose performance, in the judgment of the Committee or the management of the Company (if such responsibility is delegated pursuant to Section 6 hereof), can have a significant effect on the success of the Company.

4. Common Stock Available for Awards.

(a) Number of Shares. Subject to adjustment as provided in Section 15 hereof, the number of shares that may be issued under the Plan for Awards and Substitute Awards during the term of the Plan is 21,650,000 shares of Common Stock, which may be treasury shares or authorized but unissued shares of

Common Stock, or a combination of the two. For purposes of determining the maximum number of shares of Common Stock available for issuance under the Plan, (i) to the extent that any Award involving the issuance of shares of Common Stock is forfeited, cancelled, returned to the Company for failure to satisfy vesting requirements or other conditions of the Award, or otherwise terminates without an issuance of shares of Common Stock being made thereunder, the shares of Common Stock covered thereby will no longer be counted against the foregoing maximum share limitation and may again be made subject to Awards under the Plan pursuant to such limitation; (ii) upon the exercise of an SAR granted under the Plan, the full number of SARs granted at such time shall be treated as shares of Common Stock issued under the Plan, notwithstanding that a lesser amount of shares or cash representing shares of Common Stock may have been actually issued or paid upon such exercise; and (iii) shares of Common Stock withheld to satisfy taxes and shares of Common Stock used to exercise an Option or SAR, either directly or by attestation, shall be treated as issued hereunder.

(b) Incentive Stock Options. Subject to adjustment as provided in Section 15 hereof, up to 21,650,000 shares of Common Stock may be granted in the form of Incentive Stock Options.

(c) Limits. Subject to adjustment as provided in Section 15 hereof, no individual shall be eligible to receive Awards with respect to more than 2,000,000 shares of Common Stock reserved under the Plan during any calendar year and the Company will not issue more than 5,412,500 shares of Restricted Stock or Restricted Stock Units during the term of the Plan. For purposes of determining the maximum number of these types of Awards available for grant under the Plan and the limits applicable to individuals, any shares of Restricted Stock which are forfeited to the Company, any Restricted Stock Units which are forfeited to the Company and any Options which are not exercised, shall be treated as Awards that have not been granted under the Plan.

(d) Securities Law Filings. The Company shall take whatever actions are necessary to file required documents with the U.S. Securities and Exchange Commission and any other appropriate governmental authorities and stock exchanges to make shares of Common Stock available for issuance pursuant to Awards.

5. Administration. The Plan shall be administered by the Committee, which shall have full and exclusive power to interpret the Plan, to determine which persons are Plan Participants, to grant waivers of Award restrictions, and to adopt such rules, regulations and guidelines for carrying out the Plan as it may deem necessary or proper, all of which powers shall be executed in the best interests of the Company and in keeping with the objectives of the Plan. All determinations made by the Committee regarding the Plan or an Award shall be binding and conclusive as regards the Company, the Participants, and any other interested persons.

6. Delegation of Authority. Except to the extent prohibited by applicable law or the applicable rules of a stock exchange on which the Common Stock is listed, the Committee may delegate to the chief executive officer and to other senior officers of the Company its duties under the Plan pursuant to such conditions or limitations as the Committee may establish. Any such delegation may be revoked by the Committee at any time.

7. Awards. The Committee shall determine the type or types of Award(s) to be made to each Participant and shall set forth in the related Award Agreement the terms, conditions and limitations applicable to each Award, including any vesting requirements. Except to the extent an Award Agreement provides for a different result (in which case the Award Agreement will govern and this Section 7 of the Plan shall not be applicable), if the Participant's employment is terminated by the Company for a reason other than Cause within 2 years after a Change in Control, (a) each outstanding non-performance based Stock Option, Stock Appreciation Right, Restricted Stock and Restricted Stock Unit Award shall automatically become fully and immediately vested, and (b) each performance-based Award shall be vested at target (as defined in the Award Agreement). Any vesting rules or rules governing the period in which to exercise provided for in a Participant's employment agreement or change of control agreement shall govern an Award if more favorable to the Participant than the vesting rules or rules governing the period in which to exercise otherwise applicable under an Award Agreement or the Plan.

The types of Awards available under the Plan are those listed as follows in this Section 7:

(a) Stock Option. A grant of a right to purchase a specified number of shares of Common Stock the purchase price of which shall be not less than 100% of Fair Market Value on the date of grant. In addition, the Committee may not reduce the purchase price for Common Stock pursuant to an Option after the date of grant without the consent of the Company's shareholders, except in accordance with adjustments pursuant to Section 15 hereof. Further, an Option may not be exercisable for a period in excess of ten years from the date of grant. An Option may be designated by the Committee in the Award Agreement as a Nonstatutory Stock Option for all Participants or an Incentive Stock Option for Participants who are employees. Unless otherwise provided by the Committee, an Option shall become vested and exercisable over the four year period after the Option is granted with the option with respect to 25% of the shares becoming vested and exercisable one year after the date of grant and an additional 25% becoming vested and exercisable on the second, third and fourth anniversaries of the date of grant. An Incentive Stock Option, in addition to being subject to applicable terms, conditions and limitations established by the Committee, shall comply with Section 422 of the Code which, among other limitations and shall provide that the aggregate Fair Market Value (determined at the time the option is granted) of Common Stock for which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year shall not exceed $100,000. Incentive Stock Options shall be priced at not less than 100% of the Fair Market Value on the date of the grant (110% in the case of a Participant who is a 10% shareholder of the Company within the meaning of Section 422 of the Code); and

that Incentive Stock Options shall be exercisable for a period of not more than ten years (five years in the case of a Participant who is a 10% shareholder of the Company) from the date of grant. The other restrictions and conditions of the Option will be established by the Committee and set forth in the Award Agreement.

(b) Restricted Stock or Restricted Stock Unit Award. An Award of stock, or in the case of a Restricted Stock Unit, a bookkeeping entry granting a Participant the right to a share of Common Stock in the future, for some or no monetary consideration, as the Committee may specify, and which may contain transferability or forfeiture provisions including a requirement of future services and such other restrictions and conditions as may be established by the Committee and set forth in the Award Agreement. Except with respect to Substitute Awards and an aggregate of fifty (50) shares of Common Stock that may be granted to individuals who are instrumental to the completion of the transactions resulting in the Company becoming a separately traded public company, the restriction period for an employee shall not be less than three years; provided that the award may vest in installments over the restriction period. The Committee may grant fully vested Restricted Stock Units to non-employee directors.

(c) SARs. A grant of the right to receive, upon exercise, the difference between the Fair Market Value of a share of Common Stock on the date of exercise, and the "Grant Value" of each SAR. The Grant Value shall be not less than 100% of Fair Market Value on the date of grant, as set forth in the Award Agreement. The Committee may not reduce the Grant Value after the date of grant without the consent of the Company's shareholders, except in accordance with adjustments pursuant to Section 15 hereof. The difference between the Fair Market Value on the date of exercise and the Grant Value, multiplied by the number of SARs exercised (the "Spread"), shall be paid in shares of Common Stock which have a Fair Market Value equal to the Spread, provided, however, that any fractional share shall be paid in cash. Notwithstanding the foregoing, the Company, as determined in the discretion of the Committee, shall be entitled to elect to settle its obligation arising out of the exercise of an SAR by the payment of cash equal to the Spread, or by the issuance of a combination of shares of Common Stock and cash, in the proportions determined by the Committee, which have a Fair Market Value equal to the Spread. Unless otherwise provided in the applicable Award Agreement, an SAR shall become vested and exercisable over the four year period after the SAR is granted with the stock appreciation right with respect to 25% of the shares being vested and exercisable one year after the date of grant and an additional 25% becoming vested and exercisable on the second, third and fourth anniversaries of the date of grant. The other restrictions and conditions of the SARs will be established by the Committee and set forth in the Award Agreement, provided that the period for which an SAR may be exercisable shall not exceed ten years from the date of grant.

(d) Performance Stock or Performance Unit Award. A grant of a right to receive shares of Common Stock, or in the case of a Performance Unit Award, a

right to receive the increase in value of each unit in relation to the Fair Market Value of one or more shares of Common Stock if predetermined conditions are satisfied. The Committee may condition the grant of a Performance Stock Award or a Performance Unit Award upon the attainment of Performance Goals so that the grant qualifies as "performance-based compensation" within the meaning of Section 162(m) of the Code or Section 409A of the Code. In no event shall the performance period be less than one year. The Committee may also condition the grant of a Performance Stock Award or Performance Unit Award upon such other conditions, restrictions and contingencies as the Committee may determine.

Notwithstanding the foregoing, a Substitute Award of Options or SARs may be made under this Plan where the purchase price of the stock purchased through an Option or the grant price of the SAR is below Fair Market Value at the time of the Award provided: (i) the purchase price of the stock purchased through the option or the grant price of the stock appreciation right was at least equal to the fair market value of the stock (within the meaning of Code Section 409A and 422) at the time the stock appreciation right or option for which the Substitute Award is being made was originally granted; and (ii) the substitution complies with the requirements of Code Section 409A or Code Section 424, as applicable, with respect to the substitution of Options or SARs. Also notwithstanding the foregoing, a Substitute Award of Restricted Stock or Restricted Stock Units may be granted with a restriction period of less than 3 years provided: (i) the restriction period is at least 3 years from the date the restricted stock or restricted stock units for which the Substitute Award is being made were originally granted; and (ii) the value of the Award is substantially equivalent to the value of the award for which the substitution is being made.

8. Deferred Payment of Awards. The Committee may permit selected Participants to elect to defer payments of some or all types of Awards in accordance with procedures established by the Committee and set forth in the applicable Award Agreement at the time of grant which is intended to permit such deferrals to comply with applicable requirements of the Code, including Section 409A of the Code. If an Award Agreement does not provide for deferral elections, no such election shall be later permitted. Dividends or dividend equivalent rights may only be extended to and made part of any Award of Restricted Stock or Restricted Stock Units, subject to such terms, conditions and restrictions as the Committee may establish. The Committee may also establish rules and procedures for the crediting of dividend equivalents for deferred payments of Restricted Stock or Restricted Stock Units.

9. Payments to Specified Employees. Notwithstanding any provision of the Plan to the contrary, if (i) an Award is considered deferred compensation subject to the provisions of Section 409A of the Code, (ii) payment under such Award could be triggered by a separation from service and (iii) the Participant who has been granted the Award is a specified employee, any and all amounts payable in connection with such Award that would (but for this sentence) be payable within six months following such separation from service, will instead be paid on the date that follows the date of such separation from service by six (6) months. For purposes of the preceding sentence, "separation from service" will be determined in a manner consistent with subsection

(a)(2)(A)(i) of Section 409A of the Code and the term “specified employee” will mean an individual determined by the Committee to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A of the Code.

10. Stock Option Exercise. The price at which shares of Common Stock may be purchased under a Stock Option shall be paid in full at the time of the exercise in cash or by means of tendering Common Stock, either directly or by attestation, valued at Fair Market Value on the date of exercise, or any combination thereof.

11. Tax Withholding. The Company shall have the right to deduct applicable taxes from any Award payment and withhold, at the time of delivery or vesting of shares under the Plan, an appropriate number of shares for payment of taxes required by law or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes, but in no event in excess of the minimum withholding required by law. The Company may defer making delivery with respect to Common Stock obtained pursuant to an Award hereunder until arrangements satisfactory to it have been made with respect to any such withholding obligation. If Common Stock is used to satisfy tax withholding, such stock shall be valued based on the Fair Market Value when the Nonstatutory Stock Option or SAR is exercised or the Restricted Stock or Performance Stock vests. In the case of Restricted Stock Units or Performance Units, such stock will be valued when the Restricted Stock Units or Performance Units are paid to a Participant, in the case of income tax withholding, or when the Restricted Stock Units or Performance Units vest, in the case of employment tax withholding, unless applicable law requires a different time for withholding. Shares of Common Stock used to satisfy tax withholding obligations shall be treated as issued for purposes of determining the number of shares remaining for grant of Awards pursuant to Section 4 hereof.

12. Amendment or Discontinuance of the Plan. The Board may, at any time, amend or terminate the Plan; provided, however, that

(a) no amendment or termination may, in the absence of written consent to the change by the affected Participant (or, if the Participant is not then living, the affected beneficiary), adversely affect the rights of any Participant or beneficiary under any Award granted under the Plan prior to the date such amendment is adopted by the Board, except (i) to the extent necessary for Participants to avoid becoming subject to penalties and/or interest under Section 409A of the Code or (ii) to the extent that the Company wishes to terminate the Plan by paying out the value of all Awards (vested and non vested) to Participants in connection with the Change of Control for adjustments permitted under Section 15 hereof; and

(b) the Board may not, without further approval of the shareholders, adopt any amendment to the Plan for which shareholder approval is required under tax, securities or any other applicable law or the listing standards of the principal securities exchange on which the Common Stock is then listed for trading. In addition, the Board may not reduce the exercise price of an Option or the Grant Value of an SAR without the consent of the Company’s shareholders, except in accordance with the adjustments pursuant to Section 15 hereof; and

(c) unless determined otherwise by the Committee, any such modification or amendment shall be made in a manner that will enable an Award intended to be exempt from Section 409A of the Code to continue to be so exempt, or to enable an Award intended to comply with Section 409A of the Code to continue to so comply.

13. Termination of Employment or Service. If the employment of a Participant terminates, other than pursuant to subsections (a) and (b) of this Section 13, all unexercised, deferred and unpaid Awards shall terminate 90 days after such termination of employment or service, unless the Award Agreement or an employment agreement or change of control agreement provides otherwise, and during such 90-day period shall be exercisable only to the extent provided in the Award Agreement. Notwithstanding the foregoing, (i) if a Participant's employment is terminated for Cause, to the extent the Award is not effectively exercised or has not vested prior to such termination, it shall lapse or be forfeited to the Company immediately upon termination and (ii) a non-employee director's Option shall terminate upon the earlier of the tenth anniversary of the date of grant or the third anniversary of the termination of the Participant's service as a director. In all events, an Award will not be exercisable after the end of its term as set forth in the Award Agreement.

(a) Resignation in the Best Interests of the Company. When a Participant resigns from the Company and, in the judgment of the chief executive officer or other senior officer designated by the Committee, the acceleration and/or continuation of outstanding Awards would be in the best interests of the Company, the Committee may authorize, where appropriate taking into account any regulatory or accounting implications of such action, the acceleration and/or continuation of all or any part of Awards granted prior to such termination. Notwithstanding the foregoing if an Award is considered Deferred Compensation within the meaning of Code Section 409A or is intended to be performance based compensation within the meaning of Code Section 162(m) the discretion otherwise permitted by this Section shall not applicable.

(b) Death or Disability of a Participant.

(i) In the event of a Participant's death, the Participant's estate or beneficiaries shall have a period specified in the Award Agreement within which to receive or exercise any outstanding Award held by the Participant under such terms, and to the extent, as may be specified in the applicable Award Agreement. Rights to any such outstanding Awards shall pass by will or the laws of descent and distribution in the following order: (A) to beneficiaries so designated by the Participant; if none, then (B) to a legal representative of the Participant; if none, then (C) to the persons entitled thereto as determined by applicable law or, absent applicable law, a court of competent jurisdiction.

(ii) In the event a Participant is deemed by the Company to be disabled within the meaning of the Award Agreement, or, absent a definition therein, the Company's long-term disability plan, the Award shall be exercisable for the period, and to the extent, specified in the Award Agreement. Awards and rights to any such Awards may be paid to or exercised by the Participant, if legally competent, or a legally designated guardian or representative if the Participant is legally incompetent by virtue of such disability.

(iii) After the death or disability of a Participant, the Committee may in its sole discretion at any time (A) terminate restrictions in Award Agreements; (B) accelerate any or all installments and rights; and (C) instruct the Company to pay the total of any accelerated payments in a lump sum to the Participant, the Participant's estate, beneficiaries or representative, notwithstanding that, in the absence of such termination of restrictions or acceleration of payments, any or all of the payments due under the Awards might ultimately have become payable to other beneficiaries. Notwithstanding the foregoing, if an Award is considered deferred compensation subject to the provisions of Section 409A of the Code, the Committee shall not have the discretion otherwise provided under this provision.

(iv) In the event of uncertainty as to interpretation of or controversies concerning this subsection (b) of Section 13, the Committee's determinations shall be binding and conclusive on all interested parties.

(c) No Employment or Service Rights. The Plan shall not confer upon any Participant any right with respect to continuation of employment by the Company or service as a director, nor shall it interfere in any way with the right of the Company to terminate any Participant's employment at any time.

14. Nonassignability. Except as provided in subsection (b) of Section 13 and this Section 14, no Award or any other benefit under the Plan shall be assignable or transferable, or payable to or exercisable by anyone other than the Participant to whom it was granted. Notwithstanding the foregoing, the Committee (in the form of an Award Agreement or otherwise) may permit Awards, other than Incentive Stock Options, to be transferred to members of the Participant's immediate family, to trusts for the benefit of the Participant and/or such immediate family members, and to partnerships or other entities in which the Participant and/or such immediate family members own all the equity interests. For purposes of the preceding sentence, "immediate family" shall mean a Participant's spouse, issue and spouses of his issue.

15. Adjustments. In the event of any change in the outstanding Common Stock of the Company by reason of a stock split, stock dividend, combination or reclassification of shares, recapitalization, merger, or similar event, the Committee shall make or provide

for such adjustment in the (a) the number of shares of Common Stock (i) reserved under the Plan, (ii) available for Incentive Stock Options, (iii) for which Awards may be granted to an individual Participant, and (iv) covered by outstanding Awards denominated in stock, (b) the stock prices related to outstanding Awards; and (c) the appropriate Fair Market Value and other price determinations for such Awards, as the Committee in its sole discretion deems to be equitable. In the event of any other change affecting the Common Stock or any distribution (other than normal cash dividends) to holders of Common Stock, such adjustments as may be deemed equitable by the Committee, including adjustments to avoid fractional shares, shall be made to give proper effect to such event. In the event of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, the Committee shall be authorized to issue or assume awards, whether or not in a transaction to which Section 424(a) of the Code applies, by means of substitution of new Awards for previously issued awards or an assumption of previously issued awards provided such issuance or assumption complies with any applicable requirements of this Plan and Code Section 409A with respect to the substitution of options and SARs. Any adjustment, waiver, conversion or other action taken by the Committee under this Section 15 shall be conclusive and binding on all Participants, the Company and their successors, assigns and beneficiaries.

16. Notice. Any notice to the Company required by any of the provisions of the Plan shall be addressed to the director of human resources or to the chief executive officer of the Company in writing, and shall become effective when it is received by the office of either of them. Any notice to a Participant shall be addressed to the Participant at his last known address as it appears on the Company's records.

17. Unfunded Plan. The Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are entitled to Common Stock under the Plan, any such accounts shall be used merely as a bookkeeping convenience. The Company shall not be required to segregate any Common Stock, nor shall the Plan be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of any Common Stock to be granted under the Plan. Any liability of the Company to any Participant with respect to a grant of Common Stock or rights thereto under the Plan shall be based solely upon any contractual obligations that may be created by the Plan and any Award Agreement; no such obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company. Neither the Company nor the Board nor the Committee shall be required to give any security or bond for the performance of any obligation that may be created by the Plan.

18. Governing Law. The Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Wisconsin without giving effect to its conflicts of law provisions.

19. Termination Dates. The Plan shall terminate exactly ten years from the Effective Date subject to earlier termination by the Board pursuant to Section 12, after which no Awards may be made under the Plan, but any such termination shall not affect Awards then outstanding or the authority of the Committee to continue to administer the Plan.

20. Other Benefit and Compensation Programs. Payments and other benefits received by a Participant pursuant to an Award shall not be deemed a part of such Participant's regular, recurring compensation for purposes of the termination or severance plans of the Company and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement, unless the Committee expressly determines otherwise.

«Name»
Metavante Non-Statutory Stock Option Award
«Date» Certificate of Award Agreement

Number of stock options awarded:	«Shares»
Price per share at which options are exercisable:	$ _____
Date options were awarded ("Grant Date"):	_____
Vesting Schedule:	25% vests on Grant Date An additional 25% vests one year after Grant Date An additional 25% vests two years after Grant Date An additional 25% vests three years after Grant Date
Option term:	10 years

See the Terms of the Award Agreement and Plan Prospectus for the specific provisions related to this Option Award, including the time period for exercise under various termination events and other important information concerning this award.

This document is intended as a summary of your individual Option Award. If there are any discrepancies between this summary and the provisions of the formal documents of this Award, including the Terms of the Award Agreement, Plan Document or Plan Prospectus, the provisions of the formal documents will prevail.

Metavante
Terms of the Award Agreement

1. Nonstatutory Stock Option. This option award is a nonstatutory stock option granted under the Metavante 2007 Equity Incentive Plan (the "Plan") and will become vested in accordance with the schedule contained in the Certificate of Award Agreement (the "Certificate").

2. Termination of Employment. If your employment with the Company terminates, the Option will be exercisable as follows:

(a) Death. In the event your employment terminates as a result of your death, the Option shall be exercisable for one (1) year after your death, but not beyond the remaining Option term.

(b) Disability. In the event your employment terminates as a result of your disability (as defined in the Company's long-term disability plan), the Option shall be exercisable for one (1) year after your termination, but not beyond the remaining Option term.

(c) Retirement. In the event your employment terminates as a result of your retirement (as defined below), the Option shall be exercisable for the lesser of (i) the remaining Option term, (ii) three (3) years after your retirement, or (iii) one (1) year after your death. For purposes of this award agreement, retirement shall mean your termination of employment without Cause on or after age 55 if the sum of your age at termination of employment and years of service with the Company total 65 or more.

(d) Cause. In the event your employment is terminated for Cause, the Option shall cease to be exercisable on the date of such termination.

(e) Other Termination. In the event your employment terminates for any other reason, the Option shall be exercisable for ninety (90) days after your termination, but not beyond the remaining Option term.

In all cases, the Option shall be exercisable only to the extent it is vested on the date your employment terminates. In no event will it be exercisable after the end of the Option term as reflected on the Certificate.

3. Method of Exercising Option. You may exercise this Option, provided that it meets all vesting requirements, by logging on to netbenefits.fidelity.com or by calling Fidelity at 1-800-544-9354. The website provides you with detailed instructions regarding how to exercise stock options as well as other relevant information pertaining to your grant. Keep in mind that if you are considered an "insider" you are subject to blackout restrictions which may prevent exercise during certain time periods referred to as the 'blackout period." If you are considered an "insider" you have been notified of the restrictions by the Company in writing.

4. Taxes. The Company may require payment or reimbursement of or may withhold any tax it believes is required as a result of the exercise of the Option, and the Company may defer making delivery of the Shares until arrangements satisfactory to it have been made with respect to such withholding obligation.

5. Change in Control. Notwithstanding the vesting schedule reflected in the Certificate, this Option will be exercisable in full upon your termination by the Company for a reason other than Cause within 2 years after a Change in Control of the Company.

6. Miscellaneous. In the event that the terms hereof and the provisions of the Plan conflict, the Plan shall control. All terms used herein which are not otherwise defined shall have the same meaning as in the Plan.

Exhibit 10.10(b)

«Name»
Metavante Restricted Stock Award
«Date» Certificate of Award Agreement

Number of shares awarded:	«Shares»
Date awarded ("Grant Date"):	
Vesting Schedule:	25% vests one year after Grant Date An additional 25% vests two years after Grant Date An additional 25% vests three years after Grant Date* An additional 25% vests four years after Grant Date

See the Terms of the Award Agreement and Plan Prospectus for the specific provisions related to this Restricted Stock Award and other important information concerning this Award.

This document is intended as a summary of your individual restricted stock award. If there are any discrepancies between this summary and the provisions of the formal documents of this award, including the Terms of the Award Agreement, Plan Document or Plan Prospectus, the provisions of the formal documents will prevail.

Metavante

Terms of the Award Agreement

1. Form of Award. This award of restricted stock ("Restricted Stock") is granted under the Metavante 2007 Equity Incentive Plan (the "Plan") and will become vested in accordance with the schedule contained in the Certificate of Award Agreement (the "Certificate").

2. Custody of Restricted Stock. The Restricted Stock granted hereunder may be evidenced in such manner as the Company shall determine. The Restricted Stock may be held, along with any stock dividends and other non-cash distributions relating thereto, in custody by the Company or an agent for the Company until it shall become vested. If any certificates are issued for the shares of Restricted Stock, the certificates will bear an appropriate legend as determined by the Company referring to the applicable restrictions. Upon the vesting of the Restricted Stock pursuant to the terms hereof and the satisfaction of any withholding tax obligations pursuant to paragraph 7 below, you will receive vested shares of Common Stock.

3. Rights as Shareholder. You will have the right to vote the Restricted Stock and to receive any cash dividends. However, stock dividends, stock rights or others securities issued with respect to the Restricted Stock shall be forfeitable and subject to the same restrictions as exist regarding the original shares of Restricted Stock.

4. Termination of Employment. Except as provided in paragraph 5 below, if your employment with the Company terminates, the Restricted Stock granted to you that has not vested prior to such time will no longer vest and you shall forfeit all rights (and the Company shall have no further obligation) with respect to such Restricted Stock.

5. Accelerated Vesting. Notwithstanding the vesting schedule reflected in the Certificate, the Restricted Stock will be fully vested upon your termination by the Company for a reason other than Cause within 2 years after a Change in Control of the Company.

6. Award Not Transferable. The Restricted Stock is not transferable except by will or the laws of descent and distribution, and may not be assigned, negotiated, or pledged in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process.

7. Tax Withholding Obligations. You will be required to deposit with the Company an amount of cash equal to the amount determined by the Company to be required with respect to any withholding taxes, FICA contributions, or the like in connection with the grant or vesting of the Restricted Stock. Alternatively, the Company may, at its sole discretion, withhold the required amounts from your pay during the pay periods next following the date on which any such applicable tax liability otherwise arises. The Company, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit you to satisfy such tax withholding obligation, in whole or in part by having the Company withhold a number of shares of Common Stock otherwise deliverable having a Fair Market Value sufficient to satisfy the statutory minimum of all or part of your tax obligations associated with the grant or vesting of the Restricted Stock. The Company shall not deliver any of the shares of the Common Stock until and unless you have made the deposit required herein or proper provision for required withholding has been made.

8. Miscellaneous. In the event that the terms hereof and the provisions of the Plan conflict, the Plan shall control. All terms used herein which are not otherwise defined shall have the same meaning as in the Plan.

Exhibit 10.11

METAVANTE TECHNOLOGIES, INC.

INCENTIVE COMPENSATION PLAN

Metavante Holding Company, a Wisconsin corporation (to be renamed Metavante Technologies, Inc., hereby establishes and adopts the following Metavante Technologies, Inc. Incentive Compensation Plan (the "Plan") to provide incentive awards that are intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended.

1. PURPOSES OF THE PLAN

The purposes of the Plan are to advance the interests of the Company and its stockholders and assist the Company in attracting and retaining officers and other key employees of the Company and its Affiliates who, because of the extent of their responsibilities can make significant contributions to the Company's success by their ability, industry, loyalty and exceptional services, by providing incentives and financial rewards to such persons.

2. DEFINITIONS

2.1. "*Affiliate"* shall mean any corporation, partnership or other organization of which the Company owns or controls, directly or indirectly, not less than 50% of the total combined voting power of all classes of stock or other equity interests.

2.2. "*Award*" shall mean any amount granted to a Participant under the Plan.

2.3. "*Board*" shall mean the board of directors of the Company.

2.4. "*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

2.5. "*Committee*" shall mean the Compensation Committee of the Board or any subcommittee thereof formed by the Compensation Committee to act as the Committee hereunder. For purposes of satisfying the requirements of Section 162(m) of the Code and the regulations thereunder, the Committee is intended to consist solely of "outside directors" as such term is defined in Section 162(m) of the Code.

2.6. "*Participant*" shall mean the Company's Chief Executive Officer and each other officer or key employee of the Company or any Affiliate of the of the Company selected by the Committee pursuant to Section 4.1 to participate in this Plan.

2.7. "*Performance Criteria"* shall mean: net sales; cost of sales; revenue; gross income; net income; operating income; income from continuing operations; earnings (including before taxes, and/or interest and/or depreciation and amortization); earnings per share (including diluted earnings per share); price per share; cash flow; net cash provided by operating activities; net cash provided by operating activities less net cash used in investing activities; net operating profit; ratio of debt to debt plus equity; return on shareholder equity; return on capital; return on assets; operating working capital; average accounts receivable; economic value added; customer

satisfaction; operating margin; profit margin; sales performance; sales quota attainment; new sales; cross/integrated sales; client engagement; client acquisition; net promoter score; internal revenue growth; and client retention. In the case of Awards that the Administrator determines will not be considered "performance based compensation" under Section 162(m) of the Code, the Committee may establish other Performance Goals not listed in this Plan.

2.8. "*Performance Period*" shall mean the Company's fiscal year or such other period that the Committee, in its sole discretion, may establish, provided no Performance Period shall be more than five years in length.

3. ELIGIBILITY AND ADMINISTRATION

3.1. *Eligibility*. The individuals eligible to participate in the Plan shall be the Company's Chief Executive Officer and any other officer or key employee of the Company or an Affiliate selected by the Committee to participate in the Plan (each, a "Participant").

3.2. *Administration*. (a) The Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Plan and subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, to: (i) select the Participants to whom Awards may from time to time be granted hereunder; (ii) determine the terms and conditions, not inconsistent with the provisions of the Plan, of each Award; (iii) determine the time when Awards will be granted and paid and the Performance Period to which they relate; (iv) determine the performance goals for Awards for each Participant in respect of each Performance Period based on the Performance Criteria and certify the calculation of the amount of the Award payable to each Participant in respect of each Performance Period; (v) determine whether payment of Awards may be deferred by Participants; (vi) interpret and administer the Plan and any instrument or agreement entered into in connection with the Plan; (vii) correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent that the Committee shall deem desirable to carry it into effect; (viii) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (ix) make any other determination and take any other action that the Committee deems necessary or desirable for administration of the Plan.

(b) Decisions of the Committee shall be final, conclusive and binding on all persons or entities, including the Company, any Affiliate, any Participant and any person claiming any benefit or right under an Award or under the Plan.

(c) To the extent not inconsistent with applicable law or the rules and regulations of the principal securities market on which the Company's securities are listed or qualified for trading), including the applicable provisions of Section 162(m) of the Code, the Committee may delegate to one or more officers of the Company or a committee of officers the authority to take actions on its behalf pursuant to the Plan.

4. AWARDS

4.1. *Performance Period; Performance Goals*. Not later than the earlier of (i) 90 days after the commencement of each fiscal year of the Company and (ii) the expiration of 25% of the

Performance Period, the Committee shall, in writing, designate one or more Performance Periods, determine the Participants for such Performance Periods and determine the performance goals for determining the Award for each Participant for such Performance Period(s) based on attainment of specified levels of one or any combination of the Performance Criteria. Such performance goals may be based solely by reference to the Company's performance or the performance of an Affiliate, division, business segment or business unit of the Company, or based upon the relative performance of other companies or upon comparisons of any of the indicators of performance relative to other companies. The Committee may also exclude charges related to an event or occurrence which the Committee determines should appropriately be excluded, including (a) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (b) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (c) the cumulative effects of tax or accounting changes in accordance with generally accepted accounting principles. The Awards may include a threshold level of performance below which no payment will be made, levels of performance at which specified payments will be paid, and a maximum level of performance above which no additional payment will be made. Such performance goals shall otherwise comply with the requirements of, Section 162(m) of the Code, and the regulations thereunder.

4.2. *Certification*. At such time as it shall determine appropriate following the conclusion of each Performance Period, the Committee shall certify, in writing, the amount of the Award for each Participant for such Performance Period.

4.3. *Payment of Awards*. The amount of the Award actually paid to a Participant may, in the sole discretion of the Committee, be less than the amount otherwise payable to the Participant based on attainment of the performance goals for the Performance Period as determined in accordance with Section 4.1. The actual amount of the Award determined by the Committee for a Performance Period shall be paid in cash or, to the extent provided in such plan share awards under a shareholder-approved stock plan of the Company. Payment to each Participant shall be made no later than the fifteenth day of the third month following the end of the fiscal year of the Company in which the applicable Performance Period ends. Payments to Participants who are employees of Affiliates of the Company may be paid directly by such entities.

4.4. *Commencement or Termination of Employment*. If a person becomes a Participant during a Performance Period (whether through promotion or commencement of employment) or if a person who otherwise would have been a Participant dies, retires or is Disabled, or if the person's employment is otherwise terminated, during a Performance Period (except for cause, as determined by the Committee in its sole discretion), the Award payable to such a Participant may, in the discretion of the Committee, be proportionately reduced based on the period of actual employment during the applicable Performance Period.

4.5. *Maximum Award*. The maximum dollar value of an Award payable to any Participant in any 12-month period is $3,000,000.

5. MISCELLANEOUS

5.1. *Amendment and Termination of the Plan*. The Board may, from time to time, alter, amend, suspend or terminate the Plan as it shall deem advisable, subject to any requirement for stockholder approval imposed by applicable law, including Section 162(m) of the Code. No amendments to, or termination of, the Plan shall in any way impair the rights of a Participant under any Award previously granted without such Participant's consent.

5.2. *Section 162(m) of the Code*. Unless otherwise determined by the Committee, the provisions of this Plan shall be administered and interpreted in accordance with Section 162(m) of the Code to ensure the deductibility by the Company of the payment of Awards.

5.3. *Tax Withholding*. The Company or an Affiliate shall have the right to make all payments or distributions pursuant to the Plan to a Participant, net of any applicable federal, state and local taxes required to be paid or withheld. The Company or an Affiliate shall have the right to withhold from wages, Awards or other amounts otherwise payable to such Participant such withholding taxes as may be required by law, or to otherwise require the Participant to pay such withholding taxes. If the Participant shall fail to make such tax payments as are required, the Company or an Affiliate shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant or to take such other action as may be necessary to satisfy such withholding obligations.

5.4. *Right of Discharge Reserved; Claims to Awards*. Nothing in this Plan shall provide any Participant a right to receive any Award or payment under the Plan with respect to a Performance Period. Nothing in the Plan nor the grant of an Award hereunder shall confer upon any Participant the right to continue in the employment of the Company or an Affiliate or affect any right that the Company or an Affiliate may have to terminate the employment of (or to demote or to exclude from future Awards under the Plan) any such Participant at any time for any reason. Except as specifically provided by the Committee, the Company shall not be liable for the loss of existing or potential profit from an Award granted in the event of the termination of employment of any Participant. No Participant shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants under the Plan.

5.5. *Nature of Payments.* All Awards made pursuant to the Plan are in consideration of services performed or to be performed for the Company or an Affiliate, division or business unit of the Company. Any income or gain realized pursuant to Awards under the Plan constitute a special incentive payment to the Participant and shall not be taken into account, to the extent permissible under applicable law, as compensation for purposes of any of the employee benefit plans of the Company or an Affiliate except as may be determined by the Committee or by the Board or board of directors of the applicable Affiliate.

5.6. *Other Plans*. Nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

5.7. *Severability*. If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part by a court of competent jurisdiction, such provision shall (a) be deemed limited to the extent that such court of competent jurisdiction deems it lawful, valid and/or enforceable and as so limited shall remain in full force and effect, and (b) not affect any other provision of the Plan or part thereof, each of which shall remain in full force and effect. If the making of any payment or the provision of any other benefit required under the Plan shall be held unlawful or otherwise invalid or unenforceable by a court of competent jurisdiction, such unlawfulness, invalidity or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and if the making of any payment in full or the provision of any other benefit required under the Plan in full would be unlawful or otherwise invalid or unenforceable, then such unlawfulness, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be unlawful, invalid or unenforceable, and the maximum payment or benefit that would not be unlawful, invalid or unenforceable shall be made or provided under the Plan.

5.8. *Construction*. As used in the Plan, the words "*include*" and "*including,*" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "*without limitation*."

5.9. *Unfunded Status of the Plan.* The Plan is intended to constitute an "unfunded" plan for incentive compensation and deferred compensation if permitted by the Committee. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

5.10. *Governing Law*. The Plan and all determinations made and actions taken thereunder, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Wisconsin, without reference to principles of conflict of laws that might result in the application of the laws of another jurisdiction, and shall be construed accordingly.

5.11. *Effective Date of Plan*. The Plan shall be effective upon its approval by the holders of the then outstanding securities of the Company entitled to vote generally in the election of directors. The Plan shall be null and void and of no effect if the foregoing condition is not fulfilled. The first award under the Plan shall be for the fiscal year beginning January 1, 2008.

5.12. *Captions*. The captions in the Plan are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

Exhibit 10.12

METAVANTE
EXECUTIVE DEFERRED COMPENSATION PLAN

ARTICLE I

Introduction

Pursuant to a corporate separation transaction Marshall & Ilsley Corporation, a public company, has been succeeded by two separate unrelated public companies known, after the effective date of the separation transaction (the "Separation Date"), as Metavante Technologies, Inc. and Marshall & Ilsley Corporation. Prior to the separation transaction, Marshall & Ilsley Corporation had sponsored the Marshall & Ilsley Corporation Amended and Restated Executive Deferred Compensation Plan and the Marshall & Ilsley Corporation 2005 Executive Deferred Compensation Plan (the "Prior Plans"). Employees of Metavante Technologies, Inc. and its affiliates had been covered under the Prior Plans before the separation transaction.

Metavante Technologies, Inc. is establishing the Metavante Executive Deferred Compensation Plan as the successor to the Prior Plans with respect to employees of Metavante Technologies, Inc. and its affiliates effective as of the date of closing of the separation transaction described above. The obligation to pay the benefits of employees and former employees of Metavante Technologies, Inc. and its affiliates accrued under the Prior Plans has been transferred to this Plan effective as of the Separation Date. In addition, employee deferrals and employer contributions shall be credited for service rendered to Metavante Technologies, Inc. and its affiliates in accordance with the terms and provisions hereof.

This document is intended to comply with the provisions of Section 409A of the Internal Revenue Code and regulations thereunder and shall be interpreted accordingly. If any provision or term of this document would be prohibited by or inconsistent with the requirements of Section 409A of the Code, then such provision or term shall be deemed to be reformed to comply with Section 409A of the Code. This document describes how this Plan shall be administered for periods from and after the Separation Date. For periods after 2004 and prior to the Separation Date, the Prior Plans have been administered in good faith compliance with applicable provisions of Code Section 409A.

ARTICLE II

Definitions and Construction

As used herein, the following words shall have the following meanings:

2.01 Account. The account maintained for each Participant pursuant to Article V below. The Participant's Account shall include such subaccounts as the Administrator deems necessary or desirable for purposes of implementing separate Distribution Elections for deferrals and contributions made in separate years and/or for purposes of implementing the Participant's Investment Election or otherwise. Among the subaccounts in the Plan shall be the SERP Account described in Section 4.06 and the Participant's Pre-2008 Account.

2.02 Administrator. The Committee.

2.03 Affiliate. Any corporation or other entity which directly or indirectly controls, is controlled by, or under common control with, the referenced entity. Control means the ability to elect a majority of the Board of Directors of the corporation or other entity or, if there is no Board of Directors, a majority of the body which governs the entity.

2.04 Base Salary. The Participant's Base Salary (prior to deferral by the Participant under this Plan or any other employee benefit plan of the Employer or agreement with the Employer). Only Base Salary earned while an Employee is a Participant in the Plan shall be taken into account. The term "Base Salary" shall not include any short or long term bonus, incentive or award or amount payable under an equity incentive plan or severance or salary continuation payments or any other payment of compensation not denominated as base salary.

2.05 Beneficiaries. Those persons designated by a Participant to receive benefits hereunder or, failing such a designation, the spouse or, if none, the estate of a Participant.

2.06 Bonus. The Participant's bonus earned by services performed over the period of not more than one Plan Year (prior to deferral by the Participant under this Plan or any other employee benefit plan of the Employer or agreement with the Employer). Only a Bonus earned while an Employee is a Participant in the Plan shall be taken into account. The term "Bonus" shall not include any long term incentive award or amount payable under an equity incentive plan or severance or salary continuation payments.

2.07 Change of Control. "Change of Control" shall have the same meaning as in the Metavante Corporation 2007 Equity Incentive Plan.

2.08 Code. The Internal Revenue Code of 1986, as amended.

2.09 Committee. The Compensation Committee of the Board of Directors of Metavante Technologies, Inc.

2.10 Common Stock. The common stock of Metavante Technologies, Inc.

2.11 Deferral Election. The election by a Participant, from time to time, to defer Base Salary and/or Bonus in accordance with the provisions of this Plan.

2.12 Distribution Date. In the case of a lump sum distribution, "Distribution Date" means February 15 following the year in which Separation from Service occurs or, if later, the first day of the seventh month following the date of Separation from Service. In the case of an installment distribution, "Distribution Date" means January 1 of the year following the year in which the Participant's Separation from Service occurs, or, if later, the first day of the seventh month following the date of the Participant's Separation from Service. Notwithstanding the foregoing, if the Participant has elected an In-Service Payment Date with respect to his Pre-2008 Account, if any, which is earlier than the date of the Participant's Separation from Service, then the In-Service Payment Date shall be the Distribution Date with respect to his Pre-2008 Account, rather than the date specified in either of the preceding two sentences.

2.13 Distribution Election(s). The election(s) by a Participant to choose the method of distribution of his Account. As described in Section 7.02(b), a Participant may have multiple Distribution Elections in effect.

2.14 Disability. A Participant shall be considered to be suffering from a Disability if the Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, either (i) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Participant's employer or (ii) unable to engage in any substantial gainful activity.

2.15 Employee. An employee of the Employer.

2.16 Employer. Metavante Technologies, Inc. and each of its Affiliates; provided, however, that for purposes of the power to amend or terminate the Plan or take any other action under or with respect to the Plan, except for the payment of benefits, the term "Employer" shall refer only to Metavante Technologies, Inc.

2.17 Employment. Employment with the Employer.

2.18 Fair Market Value. The closing sale price of the Common Stock on the New York Stock Exchange as reported in the Midwest Edition of the Wall Street Journal for the applicable date; provided that, if no sales of Common Stock were made on said exchange on that date, "Fair Market Value" shall mean the closing sale price of the Common Stock as reported for the next succeeding day on which sales of Common Stock are made on said exchange, or, failing any such sales, such other market price as the Committee may determine in conformity with pertinent law.

2.19 In-Service Payment Date. The date, if any, specified by the Participant pursuant to Section 7.03 as the date upon which distribution of his Pre-2008 Account shall begin. An In-Service Payment Date must be the first day of a month, may be no earlier than December 1, 2008 and shall only apply to a Participant's Pre-2008 Account.

2.20 Investment Election. The form filed by the Participant from time to time which designates the Participant's investment choices.

2.21 Participant. An employee who is a key management or highly compensated Employee eligible to participate in the Plan for a Plan Year under Section 3.01 (such person shall be known as an "Active Participant" for such Plan Year) and any person who previously participated in the Plan or one or both of the Prior Plans and is entitled to benefits.

2.22 Plan. The Metavante Executive Deferred Compensation Plan set forth herein and as amended from time to time.

2.23 Plan Year. The Employer's fiscal year which is the calendar year.

2.24 Pre-2008 Account. The subaccount in the Plan representing the deferrals and Employer contributions made for the Participant under the Prior Plans and this Plan for services performed in periods prior to 2008, as well as any earnings thereon.

2.25 Separation from Service. "Separation from Service" shall have the meaning set forth in IRS Regulation Section 1.409A-1, the requirements of which are summarized in part as follows:

(a) In General. The Participant shall have a Separation from Service with the Employer if the Participant dies, retires, or otherwise has a termination of employment with the Employer. However, for purposes of this Section 2.25, the employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with the Employer under an applicable statute or by contract. For purposes of this paragraph (a) of this Section 2.25, a leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Employer. If the period of leave exceeds six months and the individual does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29-month period of absence may be substituted for such six-month period.

(b) Termination of Employment. Whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the Employer and Participant reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or, the full period of services to the Employer if the Participant has been providing services to the Employer less than 36 months). Facts and circumstances to be considered in making this determination include, but are not limited to, whether the Participant continues to be treated as an employee for other purposes (such as continuation of salary and participation in employee benefit programs), whether similarly situated service providers have been treated consistently, and whether the Participant is permitted, and realistically available, to perform services for other service recipients in the same line of business. The Participant is presumed to have Separated from Service where the level of bona fide services performed decreases to a level equal to 20 percent or less of the average level of services performed by the Employee during the immediately preceding 36-month period. The Participant will be presumed not to have Separated from Service where the level of bona fide services performed continues at a level that is 50 percent or more of the average level of service performed by the Participant during the immediately preceding 36-month period. No presumption applies to a decrease in the level of bona fide services performed to a level that is more than 20 percent and less than 50 percent of the average level of bona fide

services performed during the immediately preceding 36-month period. The presumption is rebuttable by demonstrating that the Employer and the Participant reasonably anticipated that as of a certain date the level of bona fide services would be reduced permanently to a level less than or equal to 20 percent of the average level of bona fide services provided during the immediately preceding 36-month period or the full period of services to the Employer if the Participant has been providing services to the Employer less than 36 months (or that the level of bona fide services would not be so reduced). For example, the Participant may demonstrate that the Employer and the Participant reasonably anticipated that the Participant would cease providing services, but that, after the original cessation of services, business circumstances such as termination of the Participant's replacement caused the Participant to return to employment. Although the Participant's return to employment may cause the Participant to be presumed to have continued in employment because the Participant is providing services at a rate equal to the rate at which the Participant was providing services before the termination of employment, the facts and circumstances in this case would demonstrate that at the time the Participant originally ceased to provide services, the Employer reasonably anticipated that the Participant would not provide services in the future. For purposes of this paragraph (b), for periods during which the Participant is on a paid bona fide leave of absence (as defined in paragraph (a) of this Section 2.25) and has not otherwise terminated employment pursuant to paragraph (a) of this Section 2.25, the Participant is treated as providing bona fide services at a level equal to the level of services that the Participant would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which the Participant is on an unpaid bona fide leave of absence (as defined in paragraph (a) of this Section 2.25) and has not otherwise terminated employment pursuant to paragraph (a) of this Section 2.25, are disregarded for purposes of this paragraph (b) of this Section 2.25 (including for purposes of determining the applicable 36-month (or shorter) period).

(c) Asset Purchase Transactions. Where as part of a sale or other disposition of assets by the Employer as seller to an unrelated service recipient (buyer), a Participant of the Employer would otherwise experience a Separation from Service with the Employer, the Employer and the buyer may retain the discretion to specify, and may specify, whether a Participant providing services to the Employer immediately before the asset purchase transaction and providing services to the buyer after and in connection with the asset purchase transaction has experienced a Separation from Service, provided that the asset purchase transaction results from bona fide, arm's length negotiations, all service providers providing services to the Employer immediately before the asset purchase transaction and providing services to the buyer after and in connection with the asset purchase transaction are treated consistently (regardless of position at the Employer) for purposes of applying the provisions of any nonqualified deferred compensation plan, and such treatment is specified in writing no later than the closing date of the asset purchase transaction. For purposes of this paragraph (c), references to a sale or other disposition of assets, or an asset purchase transaction, refer only to a transfer of substantial assets, such as a plant or division or substantially all the assets of a trade or business.

(d) Dual Status. If a Participant provides services both as an employee of the Employer and as an independent contractor of the Employer, the Participant must separate from service both as an employee and as an independent contractor to be treated as having Separated from Service. If a Participant ceases providing services as an independent contractor and begins providing services as an employee, or ceases providing services as an employee and begins

providing services as an independent contractor, the Participant will not be considered to have a Separation from Service until the Participant has ceased providing services in both capacities. Notwithstanding the foregoing, if a Participant provides services both as an employee of the Employer and a member of the board of directors of the Employer, the services provided as a director are not taken into account in determining whether the Participant has a Separation from Service as an employee for purposes of this Plan unless this Plan is aggregated with any plan in which the Participant participates as a director under IRS Regulation Section 1.409A-1(c)(2)(ii).

2.26 Vesting Service. As to each Participant, the period during which he has been employed by the Employer, including such period of time that he was employed by a predecessor in interest to the Employer, which is credited under the Employer's tax qualified retirement plan.

2.27 Unforeseeable Emergency. A severe financial hardship to a Participant resulting from an illness or accident of the Participant or the Participant's spouse or dependent (as defined in Section 152(a) of the Code, without regard to Section 151 (b)(1), (b)(2) and (d)(1)(B)), loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster), or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an Unforeseeable Emergency. Finally, the need to pay for funeral expenses of a spouse or a dependent (as defined in Code Section 152(a), without regard to Section 151 (b)(1),(b)(2) and (d)(1)(B)) may also constitute an Unforeseeable Emergency. Except as otherwise provided above, the purchase of a home and the payment of college tuition are not Unforeseeable Emergencies. Whether a Participant is faced with an Unforeseeable Emergency is to be determined based on the relevant facts and circumstances of each case.

ARTICLE III

Eligibility

3.01 Conditions of Eligibility. Within a reasonable period of time prior to the beginning of a Plan Year or at any time during a Plan Year, the Administrator shall specify the senior management and highly compensated Employees eligible to participate herein as Group A Participants or Group B Participants. An Employee designated as a Group A Participant for a Plan Year shall remain a Group A Participant until the Employee's Separation from Service or, if earlier, until the Administrator takes action to terminate such Employee's Group A participation effective on the first day of any Plan Year subsequent to the date of such action by the Administrator. Each person designated as a Group A Participant for a Plan Year shall be an Active Participant for that Plan Year for all purposes of the Plan, including Section 4.06. In addition, each Employee who is designated as a Group B Participant who is prevented from receiving a contribution under the Employer's tax qualified retirement plan during a Plan Year because of the limitations of Sections 401(a)(17) and/or 415 of the Code for any Plan Year shall be an Active Participant only for purposes of the second sentence of Section 4.06.

ARTICLE IV

Deferrals and Other Contributions

4.01 Deferral Elections.

(a) Salary Payments. A Group A Participant may elect to defer up to 80% of his Base Salary for services performed during a Plan Year by completing and filing such forms as required by the Employer prior to the first day of the Plan Year. A Participant may elect that his deferrals shall be taken either at a uniform percentage rate or in a uniform dollar amount from each of his Base Salary payments during the Plan Year. Base Salary deferred shall be retained by the Employer, credited to the Participant's Account pursuant to Section 5.01 and paid in accordance with the terms and conditions of the Plan. An Employee who is not already a Group B Participant and is not already eligible to participate in any other nonqualified deferred compensation plan of the account balance type who becomes a Group A Participant for the first time during a Plan Year (for example, an Employee designated to be a Group A Participant by the Administrator upon hire or promotion) may within 30 days after the effective date of participation make an election to defer a uniform percentage or uniform dollar amount of Base Salary to be paid to him for services to be performed subsequent to the deferral election (not to exceed 80% of such payments).

(b) Bonus Payments. A Group A Participant may elect to defer a specified percentage or specified dollar amount of his Bonus payments made to him for a Bonus earned for services performed during a Plan Year (not to exceed 100% of such payments) by completing and filing such forms as required by the Employer. To be effective, the deferral election must be filed prior to the beginning of the Plan Year in which are performed the services for which such Bonus is payable. An Employee who is not already a Group B Participant and is not already eligible to participate in any other nonqualified deferred compensation plan sponsored by the Employer of the account balance type who becomes a Group A Participant for the first time during a Plan Year (for example, an Employee designated to be a Participant by the Administrator upon hire or promotion) may, within 30 days after the effective date of participation, make an election to defer a specified percentage or specified dollar amount of any Bonus payment for which the service period has already begun and, in such event, the election shall apply to the portion of Bonus compensation equal to the total Bonus compensation to be paid to the Participant with respect to services performed in the Plan Year multiplied by a fraction of which the numerator is the number of days remaining in the Plan Year and the denominator is the total number of days in the Plan Year.

4.02 Continued Effect of Elections.

(a) Salary Payments. A Group A Participant's deferral election with respect to a Plan Year under Section 4.01(a) shall be irrevocable after the last date upon which it may be filed pursuant to Section 4.01(a) and shall continue in effect each subsequent Plan Year until prospectively revoked or amended in writing. For a revocation or amendment to be effective with respect to salary payments during a Plan Year, it must be filed by the last date for which an effective deferral election is permitted to be filed with respect to those salary payments under Section 4.01(a).

(b) Bonus Payments. A Group A Participant's deferral election under Section 4.01(b) with respect to a Bonus shall be irrevocable after the last date upon which it may be filed pursuant to Section 4.01(b) and shall continue in effect with respect to bonuses earned in subsequent Plan Years until prospectively revoked or amended in writing. For a revocation or amendment to be effective for any Bonus payment, it must be filed by the last date for which an effective deferral election is permitted to be filed with respect to that Bonus payment under Section 4.01(b).

4.03 Prior Deferral Elections. Any deferral election made prior to calendar year 2007 in effect under the M & I 2005 Executive Deferral Compensation Plan shall be treated as a deferral election described in Section 4.01(a) and/or Section 4.01(b), as the case may be, and shall continue in effect until modified as described in Section 4.02 above.

4.04 Unforeseeable Emergency. In the event that a Participant makes application for a hardship distribution under Section 7.05 and the Administrator determines that an Unforeseeable Emergency exists, all deferral elections otherwise in effect under this Article IV and any other nonqualified deferred compensation plan of the account balance type sponsored by the Employer shall immediately terminate upon such determination. To resume deferrals thereafter, a Participant must make an election satisfying the provisions of Section 4.01(a) and/or (b), as the case may be, as those provisions apply to someone who is already a Group A Participant in the Plan.

4.05 401(k) Hardship. Any deferral elections in effect under this Article IV shall be cancelled as required due to a hardship distribution described in IRS Regulation Section 1.401(k)-1(d)(3) or any successor thereto. To resume deferrals after the required suspension period, a Participant must make an election satisfying the provisions of Section 4.01(a) and/or (b), as the case may be, as those provisions apply to someone who is already an Active Participant in the Plan.

4.06 Other Contributions. In the event that deferrals made by a Participant pursuant to this Plan cause a reduction in the contributions by the Employer for the benefit of that Participant to any other qualified or nonqualified retirement plan maintained by the Employer, and such reduction is not contributed or credited to any other nonqualified retirement plan, the Employer shall credit to the Participant's account under this Plan an amount equal to such net reductions in benefits. If, as a result of limitations contained in Sections 401(a)(17) and/or 415 of the Code, or as a result of amounts deferred under the Plan, the contributions made to the profit sharing and/or matching contribution component of the tax-qualified retirement plan of the Employer on behalf of a Participant are reduced, the Employer shall credit an amount equal to such reduction to a separate subaccount (the "SERP Account") within the Account established for such person. To the extent that the contributions described in this Section 4.06 were not made to the Marshall & Ilsley Corporation 2005 Executive Deferred Compensation Plan for the period beginning January 1, 2007 and ending immediately prior to the Separation Date, contributions for that period shall be made by the Employer under this Section 4.06 as well as for periods beginning from and after the Separation Date.

ARTICLE V

Accounts and Sub-Accounts

5.01 Credits to Account. Bookkeeping amounts equal to the amounts deferred by a Participant pursuant to Article IV (or contributed by the Employer pursuant to Section 4.06) shall, subject to Section 5.02(b)(vii), be credited to the Participant's Account as soon as practicable after the deferred compensation would otherwise have been paid to such Participant in the absence of deferral (or, in the case of the contributions pursuant to Section 4.06, after the qualified plan contributions they replace would have been made).

5.02 Valuation of Account.

(a) The Participant's Account shall be credited or charged with deemed earnings or losses as if it were invested in accordance with paragraph (b) below.

(b) (i) The investment options available hereunder for the deemed investment of the Account shall be the Common Stock option and the other options specified in Section 5.03. However, in no event shall the Employer be required to make any such investment in the Common Stock option or any other investment option and, to the extent such investments are made, such investments shall remain an asset of the Employer subject to the claims of its general creditors.

(ii) On the date deferrals and contributions are credited to the Participant's Account under Section 5.01, such amounts shall be deemed to be invested in one or more of the investment options designated by the Participant for such deemed investment pursuant to Section 5.03. Once made, the Participant's investment designation shall continue in effect for existing Account balances and all future deferrals and contributions until changed by the Participant. Any such change may be prospectively elected by the Participant at the times established by the Administrator, which shall be no less frequently than semi-annually, and shall be effective only from and after the effective date of such change. Until such time as the Administrator takes action to the contrary, such changes may be elected at the times specified in Section 5.03.

(iii) A Participant's balance in the Common Stock option shall be determined as though deferrals and contributions credited to the Participant's Account allocated to that option are invested in Common Stock by purchase at the Fair Market Value price of such stock on the date the amounts are credited to the Participant's Account.

(iv) The portion of a Participant's Account invested in the Common Stock option shall be called the Metavante Stock Portion. The remaining portion of the Participant's Account is herein referred to as the General Investment Portion.

(v) The value of the Metavante Stock Portion on any particular date will be based upon the value of the shares of Common Stock which such Portion is deemed to hold on that date. Subject to subparagraph (vii) below, the shares of such stock deemed to be held in such Portion shall be credited with dividends at the time they are credited with respect to actual shares of Common Stock and such dividends shall be deemed to be used to purchase

additional shares of Common Stock on the day following the crediting of such dividends at the then Fair Market Value price of such stock. Subject to subparagraph (vii) below, the Metavante Stock Portion shall also be credited from time to time with additional shares of Common Stock equal in number to the number of shares granted in any stock dividend or split to which the holder of a like number of shares of Common Stock would be entitled. All other distributions with respect to shares of Common Stock shall be similarly applied.

(vi) The valuation of the funds held in the General Investment Portion shall be accomplished in the same manner as though the deemed investments in such funds had actually been made and are valued at their fair market value price on valuation dates hereunder.

(vii) A Participant's Account shall be valued as of December 31 each year and at such other times established by the Administrator, which shall be no less frequently than quarterly. Until such time as the Administrator takes action to the contrary, such valuation shall be quarterly. The Employer shall increase the Account of each Participant by (A) the amount, if any, of deferrals and contributions credited pursuant to Section 5.01 during any calendar quarter, and (B) any investment income or gains and decrease each Participant's Account by (A) any withdrawals or distributions from the Account during any calendar quarter and (B) any investment losses resulting as if the Account were invested pursuant to the timely-filed Investment Election in effect for such calendar quarter. For purposes of computing the investment return on the Account for any quarter, the principal balance as of the first day of the relevant quarter shall equal the balance as of the end of the preceding quarter, increased by 50% of the amounts, if any, of deferrals and contributions credited to the Account during the quarter pursuant to Section 5.01 hereof and decreased by any distributions made to the Participant or his Beneficiaries from the Account during the quarter.

(viii) All elections and designations under this Section 5.02 shall be made in accordance with procedures prescribed by the Administrator.

(ix) Notwithstanding any other provision of this Section 5.02 to the contrary, a Participant may not make any election or transaction in Common Stock at a time when (A) the Participant is in possession of any material non-public information or at a time not permitted under the Employer's policy on insider trading or (B) not permitted under applicable law.

(c) The Employer shall provide quarterly reports to each Participant showing (a) the value of the Account as of the most recent calendar quarter end, (b) the deferrals and contributions credited to the Participant under Section 5.01 for such quarter and (c) the amount of any investment gain or loss.

(d) Notwithstanding any other provision of this Plan that may be interpreted to the contrary, the deemed investments are to be used for measurement purposes only and shall not be considered or construed in any manner as an actual investment of the Participant's Account balance in any investment option. In the event that the Employer or the trustee of any grantor trust which the Employer may choose to establish to finance some or all of its obligations hereunder, in its own discretion, decides to invest funds in any or all of such options, the Participant shall have no rights in or to such investments themselves. Without limiting the

foregoing, the Participant's Account balance shall at all times be a bookkeeping entry only and shall not represent any investment made on the Participant's behalf by the Employer or any trust; the Participant shall at all times remain an unsecured creditor of the Employer.

5.03 Available Investment Options.

(a) For the period beginning on the Separation Date and thereafter until a new election is filed, the Participant's Account shall be invested in the same way as the Participant's Account was invested in the Prior Plans immediately prior to the separation transaction, except, however, that the portion of the Participant's Account attributable to Account B in the Prior Plans which had been invested in common stock of original Marshall & Ilsley Corporation prior to the Separation Date shall be invested in (i) an amount of Metavante stock equal to the Metavante stock distributed on the Separation Date with respect to that original Marshall & Ilsley Corporation stock and (ii) the default option described in paragraph (b) below with the amount to be invested in the default option equal to the value of the shares of new Marshall & Ilsley Corporation stock issued with respect to the original Marshall & Ilsley Corporation stock on the Separation Date.

(b) Beginning January 1, 2008 and until changed by the Employer's Board of Directors, the investment options available to Participants are (i) the Moody's A Long-Term Corporate Bond Rate (the "default option") adjusted annually to equal the average yield for the month of September of the previous year (ii) the total return of the Standard & Poor's 500 Index for the applicable quarter and (iii) Common Stock. All investment elections must be in increments of 10%. If a Participant does not have an election in effect pursuant to paragraph (a) above and does not file an Investment Election, the Account shall be deemed to be invested in the default option. The Participant may change his Investment Election as of January 1 or July 1 in any Plan Year by delivering to the Employer a new Investment Election at least 15 days prior to such effective date. Upon a Change of Control, the Employer, the Administrator or any successor thereto, may not change the investment choices available to Participants hereunder without the consent of a majority of the holders of Account balances under the Plan.

ARTICLE VI

Vesting

6.01 In General. Subject to Sections 6.02 and 6.03 below and the rights of the Employer's creditors as set forth in Section 5.02(d), the Account of a Participant, including all earnings accrued thereon, shall at all times be fully vested.

6.02 SERP Account. The portion of the SERP Account attributable to amounts contributed for years prior to 2007 shall vest once the Participant has five years of Vesting Service, but shall be forfeited if the Participant has a Separation from Service before having completed five years of Vesting Service. The portion of the SERP account attributable to amounts contributed for years after 2006 shall vest once the Participant has three years of Vesting Service, but shall be forfeited if the Participant has a Separation from Service before having completed three years of Vesting Service.

6.03 Amounts Attributable to Former Account B. If a Participant had restricted units in Account B under either or both of the Prior Plans:

(a) The Participant shall be fully vested in the portion of his Account attributable to a restricted unit agreement entered into prior to calendar year 2004.

(b) The portion of his Account attributable to a restricted unit agreement entered into in 2004 shall vest on October 27, 2007 if he has not had a Separation from Service prior to that date.

(c) The portion of such Account attributable to a restricted unit agreement entered into in 2005 shall vest on October 28, 2008 if he has not had a Separation from Service prior to that date.

(d) With respect to the portion of his Account attributable to a restricted stock unit agreement entered into in 2006, one third shall vest on October 30, 2009, one third shall vest on October 30, 2010 and one third shall vest on October 30, 2011 if he has not had a Separation from Service prior to such dates.

ARTICLE VII

Manner and Timing of Distribution

7.01 Payment of Benefits. After a Participant's Separation from Service the vested balance of the Participant's Account shall be paid to the Participant (or in the event of the Participant's death, to the Participant's Beneficiary) on the Participant's Distribution Date. Payment shall be made in a Single Sum or Installments as specified in the Participant's Distribution Election pursuant to Section 7.02:

(a) Single Sum. A single sum cash distribution of the value of the vested balance of the Account shall be paid on the Distribution Date.

(b) Installments.

(i) The value of the vested balance of the Account shall be paid in annual cash installments with the first of such installments to be paid on the Distribution Date and with subsequent installments paid on anniversaries of the Distribution Date. Annual installments shall be paid over the number of years selected by the Participant in the Distribution Election made pursuant to Section 7.02, which number must be either 5, 10 or 15. The earnings (or losses) provided for in Article V shall continue to accrue on the balance remaining in the Account during the period of installment payments. Each annual installment shall be calculated by multiplying the value of the Account by a fraction, the numerator of which is one, and the denominator of which is the remaining number of annual payments due the Participant. By way of example, if the Participant elects a 10 year annual installment method, the first payment shall be one-tenth (1/10) of the Account balance, the following year, the payment shall be one-ninth (1/9) of the Account balance, etc. Installment Distributions from the Participant's Account shall be taken on a pro rata basis from the amounts held by his Account in each investment option which he has elected.

(ii) Notwithstanding any other provision hereof to the contrary, if the Participant's Distribution Date occurs as a result of Separation from Service either (A) prior to age 55, (B) after age 55 due to death or Disability or (C) before he has attained at least age 55 and his age and years of Vesting Service total at least age 65, then, notwithstanding the fact that the Participant may have elected installment distributions with a 10 or 15 year installment period, the installment period will instead be 5 years.

7.02 Distribution Election.

(a) An individual who first becomes a Participant at the beginning of a Plan Year shall, prior to his date of participation, complete a Distribution Election specifying the form of payment applicable to such Participant's Account under the Plan. Absent an election by such Participant by the effective date of participation, the Participant shall be deemed to have elected payment in the five (5) annual installment payment form. An individual who first becomes a Participant other than on the first day of a Plan Year shall, no later than 30 days after the effective date of participation, complete a Distribution Election specifying the form of payment applicable to such Participant's Account. In the event such a Participant does not make an election within such 30 day period, the Participant shall be deemed to have elected the five (5) annual installment payment form. Notwithstanding the preceding two sentences, if such Participant is already a participant in any other nonqualified plan or plans of the account balance type sponsored by the Employer or one of it's Affiliates, the most recent distribution election with respect to any one of those plans shall be the form of payment deemed elected under this Plan, regardless of whether the individual elects or is deemed to have elected a different form of payment during that initial 30 day period, and the Distribution Date shall be the same distribution date which would apply under that other plan.

(b) Once a Participant files a Distribution Election, it shall apply to deferrals and contributions credited before a new Distribution Election is effective for Plan Years after the new Distribution Election is filed. A Participant may have multiple Distribution Elections in effect. For example, an individual who is an Active Participant in the Plan for ten Plan Years who files a new Distribution Election prior to the beginning of each Plan Year will have ten Distribution Elections in effect—one for each Plan Year he is an Active Participant. An individual who is an Active Participant for ten Plan Years who files only one Distribution Election at the commencement of Plan participation will have one Distribution Election governing all of the deferrals and contributions credited to his Account for the ten Plan Years he is an Active Participant.

(c) A Participant may change an existing Distribution Election for deferrals and contributions which have already been credited, by completing and filing a change of Distribution Election.

(d) Notwithstanding the foregoing paragraph (c), a Distribution Election changing the Participant's form of payment specified in a previously existing Distribution Election shall not be effective if the Participant has a Separation from Service within twelve months after the date on which the election change is filed with the Employer. Any change in payment method must have the effect of delaying the commencement of payment to a date which is at least five (5) years after the initially scheduled commencement date of payment previously in effect.

(e) For purposes of compliance with Code Section 409A, a series of installment payments is designated as a single payment rather than a right to a series of separate payments. Therefore, a Participant who has elected (or is deemed to have elected) any option under Section 7.01 may substitute any other option available under Section 7.01 for the option originally selected as long as the one-year and five-year rules described in paragraph (d) are satisfied.

(f) The five-year delay rule described in paragraph (d) above does not apply if the revised payment method applies only upon the Participant's death or Disability.

(g) Notwithstanding paragraph (a) above, an individual who first becomes a Participant in this Plan by becoming a Group B Participant shall have until 30 days after the end of the first Plan Year for which an amount is credited to his Account to complete a Distribution Election specifying the form of payment applicable to the Participant's Account under the Plan. Absent an actual election by such Participant by such date, the Participant shall be deemed to have elected payment in the five (5) year annual installment form. If such Participant is already a Participant in any other non-qualified plan or plans sponsored by the Employer of the account balance type, the most recent distribution election with respect to any one of those plans shall be the payment form deemed elected under this Plan regardless of whether the individual elects a different payment form during the above specified 30 day period and the Distribution Date shall be the same distribution date which would apply under that other Plan.

(h) The distribution election (or elections if different elections were made for amounts deferred or credited for different years) in effect under the Prior Plans for a Participant shall continue to govern the portion of his Account which is his Pre-2008 Account. For amounts credited or deferred for years after 2007 for an individual who was a Participant in the Prior Plans and who does not make a new Distribution Election under this Plan on or before December 31, 2007 pursuant to paragraph (i) below, the distribution of the portion of his Account herein which is not his Pre-2008 Account shall be governed by his most recent election made for distribution from Account A (the account denominated in cash) in the Marshall & Ilsley Corporation 2005 Executive Deferred Compensation Plan or, if none, his most recent election with respect to Account A under the Marshall & Ilsley Corporation Amended and Restated Executive Deferred Compensation Plan (except that any election of installment distributions over a 5, 10, or 15 year period shall be annual installment distributions over the same period and the commencement date shall be the Distribution Date specified herein).

(i) Notwithstanding the usual rules regarding Distribution Elections set forth in Section 7.01 and this Section 7.02, a Participant may make an election on or before December 31, 2007 as to distribution of his Account from among the choices described at Section 7.01 hereof without complying with the rules described in the foregoing provisions of this Section 7.02 as long as the effect of the election is not to accelerate payments into 2007 or to defer payments which would otherwise have been made in 2007. Such Distribution Election shall become effective after the last day upon which it is permitted to be made. Such election shall be applicable to the Participant's Pre-2008 Account or to the Participant's entire Account,

whichever he elects. However, in order to subsequently change such special election after December 31, 2007, the requirements in paragraphs (b) through (f) of this Section this 7.02 must be satisfied.

7.03 In-Service Payment Election.

(a) Each Participant with a Pre-2008 Account balance may elect an In-Service Payment Date with respect to his vested interest in that Pre-2008 Account balance. Such election must be made on or before December 31, 2007. The payment options available are the same options described in Section 7.01 (but ignoring Section 7.01(b)(ii)).

(b) A Participant may have different Distribution Elections in effect with respect to amounts deferred or credited for different years and, further, with respect to amounts which are deferred or credited in the same year but vest in a later year or years. Notwithstanding the election of an earlier In-Service Payment Date, an amount subject to an In-Service payment election which is not vested shall have as its In-Service Payment Date the date upon which the Participant vests in such amount.

(c) If the Participant's In-Service Payment Date with respect to any portion of such Pre-2008 Account occurs before the Participant's Separation from Service, then the Distribution Date with respect to such portion of the Pre-2008 Account shall be the Participant's specified In-Service Payment Date. If the Participant incurs a Separation from Service before the In-Service Payment Date with respect to any portion of such Pre-2008 Account, then the Participant's election of an In-Service Payment Date shall be inapplicable to such portion.

(d) A Participant shall be required to make a separate Distribution Election as to the form of payment to be made following an applicable In-Service Payment Date as compared to the form of payment to be applicable to distribution due to Separation from Service.

(e) After 2007 a Participant may change the form of payment applicable in connection with an In-Service Payment Date and/or elect a later In-Service Payment Date by completing and filing a new Distribution Election with the Employer.

(f) Notwithstanding the foregoing paragraph (e): (i) a Distribution Election changing a Participant's form of payment following an In-Service Payment Date or changing a previously elected In-Service Payment Date shall not be effective unless filed at least one year in advance of the originally applicable In-Service Payment Date; (ii) any change in the In-Service Payment Date must have the effect of delaying the In-Service payment Date to a date which is at least 5 years after the In-Service Payment Date previously in effect; and (iii) any change in the payment method must have the effect of delaying the commencement of payments to a date which is at least 5 years after the In-Service Payment Date previously in effect.

(g) If a Participant has a Separation from Service before any installment payments elected under this Section 7.03 have been completed, distribution of the Pre-2008 Account under this Section 7.03 shall continue as if such Separation from Service had not taken place. Distribution of the remaining portion of his Account (excluding the Pre-2008 Account) due to Separation from Service shall be made pursuant to the Participant's Distribution Election applicable to distribution due to Separation from Service.

7.04 Upon Death.

(a) Upon a Participant's death, any balance remaining in his Accounts shall be paid by the Employer in accordance with his Distribution Election(s) except that such payments shall be made to the Beneficiary or Beneficiaries specified by the Participant or, if none, to his surviving spouse or, if none, to his estate. Each Participant may designate a Beneficiary or Beneficiaries to receive the unpaid balance of his Accounts upon his death and may revoke or modify such designation at any time and from time to time by submitting a beneficiary designation to the Administrator.

(b) If a Participant designates multiple Beneficiaries as either primary or contingent Beneficiaries, and one of the contingent Beneficiaries has predeceased the Participant, the deceased Beneficiary's share shall go to the Beneficiary's estate. For example, if a Participant designates his spouse as the sole primary beneficiary and his three children as equal contingent beneficiaries, and if the spouse and one child predecease the Participant, the two children would each get one-third of the distributions from the Accounts and the predeceased child's one-third share would go to his estate. The spouse's estate would be entitled to nothing.

(c) If a Beneficiary survives a Participant but dies prior to receipt of the entire amount in the Account due him, the Employer shall make payments to the Estate of the Beneficiary in accordance with the Distribution Election. For example, if the Participant's spouse is his primary Beneficiary and his three children are his contingent Beneficiaries, and if the spouse survives the Participant such that she is receiving distributions pursuant to the terms of this Plan, but dies prior to the receipt of all distributions to which she is entitled, any remaining distributions shall be paid to the spouse's estate and not to the contingent beneficiaries.

7.05 Unforeseeable Emergencies. A partial or total distribution of the Participant's Account shall be made prior to the otherwise applicable Distribution Date upon the Participant's request and a demonstration by the Participant of severe financial hardship as a result of an Unforeseeable Emergency. Such distribution shall be made in a single sum as soon as administratively practicable following the Administrator's determination that the foregoing requirements have been met. In any case, a distribution due to Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under Article IV. Distributions because of an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). Determinations of amounts reasonably necessary to satisfy the emergency need must take into account any additional compensation that is available because of cancellation of a deferral election under Article IV upon a payment due to an Unforeseeable Emergency. The payment may be made from any arrangement in which the Participant participates that provides for payment upon an Unforeseeable Emergency, provided that the arrangement under which the payment was made must be designated at the time of payment.

7.06 Upon a Change of Control. Notwithstanding anything to the contrary contained herein (except Section 7.07(a)) or in the Distribution Elections, a Participant's Account shall be distributed in a lump sum after the Participant's Separation from Service, but only if such Separation from Service occurs when, or within a year after, a Change of Control (which is also a "change of control" within the meaning of Code Section 409A and regulations thereunder) takes place. Such distribution shall be made on the first day of the seventh month after Separation from Service, unless the Separation from Service is due to death or Disability, in which event the Distribution shall be made no later than forty-five days after Separation from Service.

7.07 Delayed Distributions.

(a) A payment otherwise required to be made pursuant to the provisions of this Article VII shall be delayed if the Employer reasonably anticipates that the Employer's deduction with respect to such payment would be limited or eliminated by application of Code Section 162(m); provided, however that such payment shall be made on the earliest date on which the Employer anticipates that the deduction of the payment of the amount will not be limited or eliminated by application of Code Section 162(m). In any event, such payment shall be made no later than the last day of the calendar year in which the Participant has a Separation from Service or, in the case of a Specified Employee (within the meaning of Code Section 409A and regulations thereunder), the last day of the calendar year in which occurs the six (6) month anniversary of such Separation from Service.

(b) A payment otherwise required under Sections 7.01 through 7.05 shall be delayed if the Employer reasonably determines that the making of the payment will jeopardize the ability of the Employer to continue as a going concern; provided, however, that payments shall be made on the earliest date on which the Employer reasonably determines that the making of the payment will not jeopardize the ability of the Employer to continue as a going concern.

(c) A payment otherwise required under Sections 7.01 through 7.05 shall be delayed if the Employer reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law; provided, however, that payments shall nevertheless be made on the earliest date on which the Employer reasonably anticipates that the making of the payment will not cause such violation. (The making of a payment that would cause inclusion in gross income or the applicability of any penalty provision or other provision of the Code is not treated as a violation of applicable law.)

(d) A payment otherwise required under Sections 7.01 through 7.05 shall be delayed upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

7.08 Inclusion in Income Under Section 409A.

Notwithstanding any other provision of this Article VII, in the event this Plan fails to satisfy the requirements of Code Section 409A and regulations thereunder with respect to any Participant, there shall be distributed to such Participant as promptly as possible after the Administrator becomes aware of such fact of noncompliance such portion of the Participant's Account balance hereunder as is included in income as a result of the failure to comply, but no more.

7.09 Domestic Relations Order.

Notwithstanding any other provision of this Article VII, payments shall be made from an account of a Participant in this Plan to such individual or individuals (other than the Participant) and at such times as are necessary to comply with a domestic relations order (as defined in Code Section 414(p)(1)(B)).

7.10 De Minimis Amounts.

Notwithstanding any other provision of this Article VII, a Participant's entire Account balance under this Plan and all other nonqualified deferred compensation plans of the account balance type sponsored by the Employer and its affiliates shall automatically be distributed to the Participant on or before the later of December 31 of the calendar year in which occurs the Participant's Separation from Service or the 15th day of the third month following the Participant's Separation from Service if the total amount in such Account balance at the time of distribution, when aggregated with all other amounts payable to the Participant under all arrangements benefiting the Participant described in Section 1.409A-1(c) or any successor thereto, does not exceed the amount described in Code Section 402(g)(1)(B). The foregoing lump sum payment shall be made automatically and any other distribution elections otherwise applicable with respect to the individual in the absence of this provision shall not apply.

7.11 Participants in Pay Status on the Separation Date.

Notwithstanding Sections 7.01, 7.02, 7.03 or 7.04, the Accounts of Participants already in pay status on the Separation Date shall continue to be distributed under the distribution method then in effect.

ARTICLE VIII

Administration of the Plan

8.01 Administrator. The Committee shall serve as Administrator. The Committee shall act by a majority of its members at the time in office. The Committee may authorize any one or more of its members to execute any document or documents on behalf of the Administrator. No Committee member shall vote or decide upon any matter relating solely to himself or solely to any of his rights or benefits pursuant to the Plan.

8.02 Powers and Duties. The Administrator shall administer the Plan in accordance with its terms. The Administrator shall have full and complete authority and control with respect to Plan operations and administration unless the Administrator allocates and delegates such authority or control pursuant to the procedures set forth below. Any decisions of the Administrator or its delegate shall be final and binding upon all persons dealing with the Plan or claiming any benefit under the Plan. The Administrator shall have all powers which are necessary to manage and control Plan operations and administration including, but not limited to, the following:

(a) To employ such accountants, counsel or other persons as it deems necessary or desirable in connection with Plan administration. The Employer shall bear the costs of such services and other administrative expenses.

(b) To designate in writing persons other than the Administrator to perform any of its powers and duties hereunder.

(c) The discretionary authority to construe and interpret the Plan, including the power to construe disputed provisions.

(d) To resolve all questions arising in the administration, interpretation and application of the Plan including, but not limited to, questions as to the eligibility or the right of any person to a benefit.

(e) To adopt such rules, regulations, forms and procedures from time to time as it deems advisable and appropriate in the proper administration of the Plan.

(f) To prescribe procedures to be followed by any person in applying for distributions pursuant to the Plan and to designate the forms or documents, evidence and such other information as the Administrator may reasonably deem necessary, desirable or convenient to support an application for such distribution.

8.03 Records and Notices. The Administrator shall maintain all books of accounts, records and other data as may be necessary for proper plan administration.

8.04 Compensation and Expenses. The expenses incurred by the Administrator in the proper administration of the Plan shall be paid by the Employer. An Administrator who is an Employee shall not receive any additional fee or compensation for services rendered as an Administrator.

8.05 Limitation of Authority. The Administrator shall not add to, subtract from or modify any of the terms of the Plan, change or add to any benefits prescribed by the Plan, or waive or fail to apply any Plan requirement for benefit eligibility.

ARTICLE IX

Claims Procedure

9.01 Claims. If the Participant or the Participant's beneficiary (hereinafter referred to as "claimant") believes he is being denied any benefit to which he is entitled under this Plan for any reason, he may file a written claim with the member of the Committee designated as the claims administrator. The claimant may designate an authorized representative to act on his behalf in connection with his claim.

9.02 Timing of Notification of Claim Determination. The claims administrator shall review the claim and notify the claimant of its decision with respect to his claim within a reasonable period of time, but not later than 90 days after receipt of the claim by the claims

administrator, unless the claims administrator determines that special circumstances require an extension of time for processing the claim. If the claims administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to the claimant prior to the termination of the initial 90-day period. In no event will the extension exceed a period of 90 days from the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the claims administrator expects to render the claim determination.

9.03 Manner and Content of Notification of Claim Determination. The claims administrator will provide the claimant with written or electronic notification of any adverse claim determination. The notification will set forth:

(a) The specific reason or reasons for the adverse determination;

(b) Reference to the specific plan provisions on which the determination is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(d) A description of the plan's claim appeal procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") following an adverse claim determination on appeal.

9.04 Appeal Procedure. A claimant is entitled to request the entire Committee to review any denial by written request to the Committee within 60 days of receipt of the denial. Absent a request for review within the 60-day period, the claim will be deemed to be conclusively denied. In connection with the claimant's appeal the claimant may submit written comments, documents, records and other information relating to the claimant's claim. Upon request the claimant will be provided, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits. The Committee's decision regarding the claimant's appeal will take into account all comments, documents, records and other information the claimant submits relating to the claimant's claim, without regard to whether such information was submitted or considered in the initial claim determination.

9.05 Timing of Notification of Claim Determination on Appeal. The Committee will notify the claimant of its determination of the claimant's claim on appeal within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Committee unless the Committee determines that special circumstances require an extension of time for processing the claim. If the Committee determines that an extension of time for processing is required, written notice of the extension will be furnished to the claimant prior to the termination of the initial 60-day period. In no event will the extension exceed a period of 60

days from the end of the initial 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the determination on review.

9.06 Manner and Content of Notification of Claim Determination on Appeal. The Committee will provide the claimant with written or electronic notification of its determination with respect to the claimant's appeal. In the case of an adverse claim determination on appeal, the notification will set forth:

(a) The specific reason or reasons for the adverse determination;

(b) Reference to the specific plan provisions on which the determination is based;

(c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

(d) A statement of the claimant's right to bring an action under section 502(a) of ERISA.

9.07 Committee Discretion. The Committee has full and complete discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and to decide any matter presented through the claims review procedure. Any final determination by the Committee (or the claims administrator with respect to a claim not appealed) shall be binding on all parties and afforded the maximum deference allowed by law. If challenged in court, such determination shall not be subject to de novo review and shall not be overturned unless proven to be arbitrary and capricious upon the evidence considered by the Committee (or the claims administrator with respect to a claim not appealed) at the time of such determination.

9.08 Disability. If a determination of Disability becomes necessary and if such determination is considered to be with respect to a claim for benefits based on disability for purposes of 29 CFR Section 2560.503-1, then the Committee shall adopt and administer a special procedure for considering such disability claims meeting the requirements of 29 CFR Section 2560.503-1 for disability benefit claims.

ARTICLE X

General Provisions

10.01 Assignment and Rights of Participant. No Participant or Beneficiary may sell, assign, transfer encumber or otherwise dispose of the right to receive payments hereunder. A Participant's rights to benefit payments under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of a Participant or a Beneficiary. No Participant or any other person shall have any interest in any fund or in any specific asset or assets of the Employer by reason of any amounts credited to any Account hereunder, nor any right to exercise any of the rights or

privileges of a stockholder with respect to any securities hypothetically credited to a Participant's Account under the Plan, nor any right to receive any distributions under the Plan except as and to the extent expressly provided in the Plan.

10.02 Employment Not Guaranteed by Plan. The establishment of this Plan and the designation of an Employee as a Participant, shall not give any Participant the right to continued Employment or limit the right of the Employer to dismiss or impose penalties upon the Participant or modify the terms of Employment of any Participant. Nor does the participation in this Plan guarantee the Participant the right to receive any specific amount of compensation or bonus, such amount being determined solely under such applicable compensation or bonus arrangement as established by the Employer.

10.03 Notice. Any and all notices, designations or reports provided for herein shall be in writing and delivered personally or by certified mail, return receipt requested, addressed, in the case of the Employer to the Corporate Secretary at 4900 West Brown Deer Road, Milwaukee, Wisconsin 53223-2422 and, in the case of a Participant or Beneficiary, to his home address as shown on the records of the Employer. The addresses referenced herein may be changed by a notice delivered in accordance with the requirement of this Section 10.03.

10.04 Limitation on Liability. In no event shall the Employer, Administrator or any employee, officer or director of the Employer incur any liability for any act or failure to act unless such act or failure to act constitutes a lack of good faith, willful misconduct or gross negligence with respect to the Plan or the trust established in connection with the Plan.

10.05 Indemnification. The Employer shall indemnify the Administrator and any employee, officer or director of the Employer against all liabilities arising by reason of any act or failure to act unless such act or failure to act is due to such person's own gross negligence or willful misconduct or lack of good faith in the performance of his duties to the Plan or the trust established pursuant to the Plan. Such indemnification shall include, but not be limited to, expenses reasonably incurred in the defense of any claim, including reasonable attorney and legal fees, and amounts paid in any settlement or compromise; provided, however, that indemnification shall not occur to the extent that it is not permitted by applicable law. Indemnification shall not be deemed the exclusive remedy of any person entitled to indemnification pursuant to this section. The indemnification provided hereunder shall continue as to a person who has ceased acting as a director, officer, member, agent or employee of the Administrator or as an officer, director or employee of the Employer and such person's rights shall inure to the benefit of his heirs and representatives.

10.06 Headings. All articles and section headings in this Plan are intended merely for convenience and shall in no way be deemed to modify or supplement the actual terms and provisions stated thereunder.

10.07 Severability. Any provision of this Plan prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof. The illegal or invalid provisions shall be fully severable and this Plan shall be construed and enforced as if the illegal or invalid provisions had never been inserted in this Plan.

10.08 Status of Plan Under ERISA. The Plan is intended to be an unfunded plan maintained by the Employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Section 201(2), Section 301(a)(3), Section 401(a)(1) and Section 4021(b)(6) of the Employee Retirement Income Security Act of 1974, as amended.

10.09 Impact on Other Plans No amounts credited to any Participant under this Plan and no amounts paid from this Plan will be taken into account as "wages", "salary", "base pay" or any other type of compensation when determining the amount of any payment or allocation, or for any other purpose, under any other qualified or nonqualified pension or profit sharing plan of the Employer, except as otherwise may be specifically provided by such plan.

10.10 Evidence Conclusive. The Employer, the Committee and any person or persons involved in the administration of the Plan shall be entitled to rely upon any certification, statement, or representation made or evidence furnished by any person with respect to any facts required to be determined under any of the provisions of the Plan, and shall not be liable on account of the payment of any monies or the doing of any act or failure to act in reliance thereon. Any such certification, statement, representation, or evidence, upon being duly made or furnished, shall be conclusively binding upon the person furnishing it but not upon the Employer, the Committee or any other person involved in the administration of the Plan. Nothing herein contained shall be construed to prevent any of such parties from contesting any such certification, statement, representation, or evidence or to relieve any person from the duty of submitting satisfactory proof of any fact.

10.11 Governing Law. This Plan shall be construed in accordance with the laws of the State of Wisconsin to the extent not preempted by the provisions of the Employee Retirement Income Security Act of 1974, as amended, or other federal law.

10.12 Construction. Words used in the masculine gender shall include the feminine and words used in the singular shall include the plural, as appropriate. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall refer to the entire Agreement, not to a particular section. All references to statutory sections shall include the section so identified as amended from time to time or any other statute of similar import.

10.13 Minor or Incompetent Payees. If a person to whom a benefit is payable is a minor or is otherwise incompetent by reason of a physical or mental disability, the Administrator may cause the payments due to such person to be made to another person for the first person's benefit without any responsibility to see to the application of such payment. Such payments shall operate as a complete discharge of the obligations to such person under the Plan.

10.14 Withholding. The Employer shall comply with all applicable tax and governmental withholding requirements. To the extent required by law, the Employer shall withhold any taxes required to be withheld by the federal or any state or local government from payments made hereunder or from any other amounts paid to a Participant by the Employer. If FICA taxes must be withheld in connection with amounts credited hereunder before payments are otherwise due hereunder and if there are no other wages from which to withhold them, the Employer shall pay such FICA taxes generated by such payment (and taxes under Code Section

3401 triggered thereby and additional taxes under Section 3401 attributable to pyramiding of Section 3401 wages and taxes) but no more and the Participant's Account hereunder shall be reduced by an amount equal to the payments made by the Employer.

10.15 Cessation of Affiliation. Each Employer sponsors the Plan as to its own employees and not with respect to the employees of any other Employer which sponsors the Plan. If an Employer which sponsors the Plan ceases to be affiliated with the other Employers which sponsor the Plan, then that Employer shall continue to maintain the Plan with respect to its own employees, shall adopt replacement documents which are substantively identical to this document by which to continue its obligations which had been created hereunder and, thereafter, its obligations to its employees shall be governed by such successor documents and this document shall cease to apply to that Employer and its employees.

10.16 Assignability by Employer. The Employer shall have the right to assign all of its right, title and obligation in and under this Plan upon a merger or consolidation in which the Employer is not the surviving entity or to the purchaser of substantially its entire business or assets or the business or assets pertaining to a major product line, provided such assignee or purchaser assumes and agrees to perform after the effective date of such assignment all of the terms, conditions and provisions imposed by this Plan upon the Employer. Upon such assignment, all of the rights, as well as all obligations, of the Employer under this Plan shall thereupon cease and terminate.

10.17 Unsecured Claim; Grantor Trust.

(a) The right of a Participant to receive payment hereunder shall be an unsecured claim against the general assets of the Employer, and no provisions contained herein, nor any action taken hereunder shall be construed to give any individual at any time a security interest in any asset of the Employer, of any affiliated corporation, or of the stockholders of the Employer. The liabilities of the Employer to a Participant hereunder shall be those of a debtor pursuant to such contractual obligations as are created hereunder and to the extent any person acquires a right to receive payment from the Employer hereunder, such right shall be no greater than the right of any unsecured general creditor of the Employer.

(b) The Employer may establish a grantor trust (but shall not be required to do so) to which the Employer may in its discretion contribute (subject to the claims of the general creditors of the Employer) the amounts credited to the Account. If a grantor trust is so established, payment by the trust of the amounts due the Participant or his Beneficiary hereunder shall be considered a payment by the Employer for purposes of this Plan.

ARTICLE XI

In General

11.01 Termination and Amendment. The Board of Directors of the Employer may at any time terminate, suspend, alter or amend this Plan so long as such actions do not contravene the requirements of Section 409A of the Code. No Participant or any other person shall have any right, title, interest or claim against the Employer, its directors, officers or employees for any

amounts, except that (i) the Participant shall be fully vested in his Accounts hereunder as of the date on which the Plan is terminated or suspended, (ii) no amendment shall eliminate the crediting of an investment return on the General Investment Portion prior to the complete distribution thereof without the consent of the Participant and (iii) subsequent to a Change of Control, unless a majority of the holders of Account balances agree to the contrary, the Employer or the Administrator may not alter (a) the choice of investments in the Investment Election as in effect immediately before the Change of Control or (b) the payment options contained in the Distribution Elections as in effect immediately before the Change of Control. Notwithstanding the foregoing, the Board of Directors of the Employer may make any amendment necessary in order to avoid penalties under Section 409A of the Code, even if such amendment is detrimental to Participants.

11.02 Termination Permitting Lump Sum Payment. If the Employer terminates the Plan and if the termination is of the type permitting lump sum distribution described in regulations issued by the Internal Revenue Service pursuant to Code Section 409A, then the Employer shall distribute the then existing Account balances of Participants and beneficiaries in a lump sum within the time period specified in such regulations and, following such distribution, there shall be no further obligation to any Participant or beneficiary under this Plan. However, if the termination is not of the type described in such regulations permitting lump sum distribution, then following Plan termination Participants' Accounts shall be paid at such time and in such form as provided under Article VII of the Plan.

METAVANTE
2007 EMPLOYEE STOCK PURCHASE PLAN

1. Purpose. The purpose of the Plan is to provide eligible employees of the Company with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the Company to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Code. The provisions of the Plan, accordingly, shall be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. Definitions.

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Change of Control" shall mean the first to occur of the following:

(i) The acquisition by any individual, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-three percent (33%) or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that the following acquisitions of Common Stock shall not constitute a Change of Control: (i) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege or by one person or a group of persons acting in concert), (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (iv) any acquisition by any corporation pursuant to a reorganization, merger, statutory share exchange or consolidation which would not be a Change of Control under subsection (3) below; or

(ii) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened "election contest" or other actual or threatened "solicitation" (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation, unless, following such reorganization, merger, statutory share exchange or consolidation, (i) more than two-thirds (2/3) of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger, statutory share exchange or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, statutory share exchange or consolidation, (ii) no person (excluding the Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such reorganization, merger, statutory share exchange or consolidation and any person beneficially owning, immediately prior to such reorganization, merger, statutory share exchange or consolidation, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Company Common Stock or Outstanding Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation or the combined voting power of the then outstanding voting securities of such corporation, entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger, statutory share exchange or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(iv) Consummation of (i) a complete liquidation or dissolution of the Company or (ii) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which following such sale or other disposition, (A) more than two-thirds ($^2/_3$) of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no person (excluding the Company and any employee benefit plan (or related trust) of the Company or such corporation and any person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, thirty-three percent (33%) or more of the Outstanding Company Common Stock or

Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, thirty-three percent (33%) or more of, respectively, the then outstanding shares of common stock of such corporation or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such sale or other disposition of assets of the Company.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(d) "Committee" shall mean the Compensation Committee of the Board or such other persons or committee as the Committee shall designate to administer the Plan.

(e) "Common Stock" shall mean the $.01 par value common stock of the Company.

(f) "Company" shall mean Metavante Holding Company, a Wisconsin corporation (to be renamed Metavante Technologies, Inc. at or about the Effective Date).

(g) "Designated Subsidiary" shall mean a corporation of which not less than 50% of the voting power is held by the Company, directly or indirectly, whether such bank or corporation now exists or is hereafter organized or acquired by the Company, directly or indirectly, other than an otherwise eligible bank or corporation which has been designated by the Committee from time to time in its sole discretion as not eligible to participate in the Plan.

(h) "Effective Date" shall mean the date that the Company distributes to its shareholders all of the issued and outstanding shares of New M&I Corporation common stock.

(i) "Employee" shall mean any regular, full-time or part-time employee of the Company or a Designated Subsidiary.

(j) "Employer Corporation" means the corporation which employs the Employee.

(k) "Enrollment Agreement" means the form or procedure established by the Company and used by Employees to enroll in the Plan. The Company may, in its discretion, determine whether such agreement shall be in written form, electronic form or telephonic form.

(l) "Enrollment Date" shall mean the first day of each Offering Period.

(m) "Enrollment Period" shall mean the period specified by the Company during which eligible Employees may elect to participate in the Plan as of the upcoming Enrollment Date.

(n) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(o) "Exercise Date" shall mean the last business day of each Offering Period.

(p) "Fair Market Value" shall mean the closing sale price of Common Stock on the New York Stock Exchange as reported in the Midwest Edition of the Wall Street Journal on the indicated date. If no sales of Common Stock were made on said exchange on that date, "Fair Market Value" shall mean the closing sale price of Common Stock as reported for the most recent preceding day on which sales of Common Stock were made on said exchange, or, failing any such sales, such other market price as the Board or the Committee may determine in conformity with pertinent law and regulations of the Treasury Department.

(q) "Offering Period" shall mean each quarter of the calendar year; provided that the initial Offering Period shall be the period between the Effective Date and December 31, 2007. The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.

(r) "Parent Corporation" shall have the same meaning as contained in Section 424(e) of the Code.

(s) "Participant" shall mean any Employee who completes an Enrollment Agreement and does not discontinue participation in the Plan pursuant to Section 6(c) or 11 of this Plan.

(t) "Plan" shall mean this Metavante 2007 Employee Stock Purchase Plan.

(u) "Purchase Price" shall mean an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Exercise Date.

(v) "Subsidiary Corporation" shall have the same meaning as contained in Section 424(f) of the Code.

3. Eligibility.

(a) A person who is an Employee on the date immediately preceding any Enrollment Date shall be eligible to participate in the Plan as of that Enrollment Date. Notwithstanding the foregoing, the Company may require that Employees have been employed for a certain minimum period of time as of an Enrollment Date; provided that such minimum employment period shall not exceed twelve months.

(b) Provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own stock and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Employer Corporation or of its Parent or

Subsidiary Corporation, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of the Employer Corporation and its Parent and Subsidiary Corporations accrues at a rate which exceeds Twenty-Five Thousand Dollars ($25,000) worth of stock (determined at the fair market value of the shares at the time such option is granted) for each calendar year in which such option is outstanding at any time; provided that for the 2007 calendar year the foregoing dollar limit shall be pro-rated based upon the number of months the Plan is effective for 2007. These limitations are in addition to any other limitations set forth herein, including any limits that the Company establishes in accordance with Section 6(a).

4. Offering Periods. The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first day of the calendar quarter. The Board or the Committee shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without shareholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

5. Participation.

(a) An eligible employee may become a Participant in the Plan by completing an Enrollment Agreement during the applicable Enrollment Period in accordance with procedures established by the Company. A Participant's Enrollment Agreement shall remain in effect until the Participant's termination of participation pursuant to Section 11 or discontinuance of contributions pursuant to Section 6(c). A Participant's Enrollment Agreement shall continue in effect from Offering Period to Offering Period and the Participant shall not be required to enter into a new Enrollment Agreement for each Offering Period.

(b) Payroll deductions for a Participant shall begin on the first payroll following the Enrollment Date and shall end when the Enrollment Agreement is discontinued or terminated by the Participant as provided in Section 6(c) or Section 11 hereof.

6. Payroll Deductions.

(a) At the time a Participant completes an Enrollment Agreement, the Participant shall elect to have payroll deductions made on the first two pay periods of each month during the during the Offering Period in an amount set forth in the Enrollment Agreement, not less than $10 for each pay period. Payroll deductions shall only be taken on the first two pay periods of the month, even if the Participant receives compensation for more than two pay periods. The Company annually may determine, in its sole discretion, to establish a maximum dollar amount or percentage of compensation that an eligible Employee is entitled to authorize for payroll deductions during a calendar year, which limitations shall apply to all eligible Employees. Any such limit established by the Company shall fall within the parameters of Section 423 of the Code. All deductions for this Plan shall be taken after all other deductions required by law or elected by the Participant (including, but not limited to, withholding for income and

employment taxes, 401(k) deferrals and cafeteria plan contributions) have been taken and elections made under this Plan shall be effected only to the extent that there are sufficient amounts available to make deductions for this Plan after all other deductions are taken.

(b) All payroll deductions made for a Participant shall be credited to his or her account under the Plan. A Participant may not make any additional payments into such account.

(c) A Participant may withdraw from the Plan as provided in Section 11 hereof. Alternatively, a Participant may elect to discontinue making additional payroll deductions during the Offering Period by completing a notice in the form and manner approved by the Company. The election shall be effective as soon as administratively practicable after the date notice is provided. If a Participant elects to discontinue making additional payroll deductions, all payroll deductions previously credited to his or her account will purchase Common Stock on the next Exercise Date, subject to the other terms of the Plan. Except to withdraw in accordance with Section 11 or to decrease or discontinue additional payroll deductions as stated above, a Participant may not change his or her payroll deduction rate unless the Company otherwise provides for all Participants by notice to the Participants.

(d) Payroll deductions made pursuant to a Participant's Enrollment Agreement are subject to income and employment tax withholding. By executing the Enrollment Agreement, each Participant agrees that such income and employment tax withholding may be deducted from other compensation paid to the Participant by the Company.

7. Purchase of Company Common Stock. On each Exercise Date, each Employee will be entitled to receive a number of shares of the Company's Common Stock determined by dividing such Employee's payroll deductions accumulated on or prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the applicable Purchase Price, provided that such purchase shall be subject to the limitations set forth in Sections 3(b), 6(a) and 14 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the Participant has withdrawn pursuant to Section 11 hereof. The Option shall expire immediately following the Exercise Date.

8. Exercise of Option. Unless a Participant withdraws from the Plan as provided in Section 11 hereof, his or her option for the purchase of shares shall be exercised automatically on the Exercise Date, and the maximum number of shares subject to option shall be purchased for such Participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. A Participant in the Plan initially will hold his or her shares in book-entry form through an agent designated by the Company, and fractional shares will be purchased on behalf of the Participant. During a Participant's lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

9. Holding Period. The Company shall have the discretion at its election to impose a holding period during which the sale of shares acquired under this Plan is restricted, provided reasonable advance notice is given to Participants in advance of any Enrollment Period.

10. Delivery. As promptly as administratively practicable after each Exercise Date on which a purchase of shares occurs, the shares of Common Stock purchased on behalf of a Participant will be credited to an account with a transfer agent or a securities brokerage firm, as determined by the Company, in the name of the Participant. By electing to participate in the Plan, a Participant will be deemed to authorize the establishment of an account in his or her name with the transfer agent or securities brokerage firm selected by the Company. An Employee who is below the legal age limit to open a stock brokerage account under applicable state law shall be responsible for taking such steps as are necessary to establish an account. A Participant may request that the transfer agent or securities brokerage firm arrange, subject to any applicable fee, for the delivery to the Participant or an account designated by the Participant of some or all of the Common Stock held in the Participant's account. If the Participant desires to sell some or all of his or her shares of Common Stock held in his or her account, he or she may do so (i) by disposing of the shares of Common Stock through the transfer agent or securities brokerage firm subject to any applicable fee, or (ii) through such other means as the Company may permit.

11. Withdrawal.

(a) A Participant may withdraw all but not less than all the payroll deductions credited to his or her account subsequent to the most recent Exercise Date at any time by giving notice in the form and manner approved by the Company. The withdrawal shall be effective as soon as administratively practicable after the date notice is provided.

(b) Payroll deductions for the purchase of shares shall cease as soon as administratively practicable after the notice of withdrawal is provided. All of the Participant's payroll deductions credited to his or her account subsequent to the most recent Exercise Date shall be paid to such Participant as soon as administratively practicable after the effective date of the withdrawal. If a Participant withdraws from the Plan, the Participant may resume payroll deductions at the beginning of a succeeding Offering Period by delivering a new Enrollment Agreement.

(c) A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the Participant withdraws.

12. Cessation of Employee Status. As promptly as administratively practicable after a Participant ceases to be an Employee for any reason (including without limitation upon death, disability or retirement), the Participant shall be deemed to have elected to withdraw from the Plan. All of the payroll deductions credited to such Participant's account subsequent to the most recent Exercise Date shall be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 16 hereof, and such Participant's further participation in the Plan for the Offering Period shall be automatically terminated.

13. Interest. No interest shall accrue on the payroll deductions of a Participant in the Plan.

14. Stock.

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 20 hereof, the maximum number of shares of the Company's Common Stock which shall be made available for sale under the Plan shall be four hundred thousand (400,000) shares. The shares may be may be authorized but unissued shares or treasury shares, including shares bought on the open market or otherwise for purposes of the Plan. If, on a given Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, the Company shall make a pro rata allocation of the shares remaining available for purchase among the Participants in such manner as it may determine in its sole discretion.

(b) The Participant shall have no interest or voting right in shares issued under this Plan until the shares are delivered to the agent designated by the Company as provided for in Section 10 of the Plan.

15. Administration. The Plan shall be administered by the Committee. The Committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Committee shall, to the full extent permitted by law, be final and binding upon all interested parties, including Participants, their successors and beneficiaries, and the Company.

16. Designation of Beneficiary.

(a) A Participant may designate a beneficiary on the Enrollment Agreement who is to receive any shares and cash from the Participant's account under the Plan.

(b) Such designation of beneficiary may be changed by the Participant at any time in accordance with procedures established by the Company. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such shares and/or cash to the estate of the Participant.

17. Transferability. Neither payroll deductions credited to a Participant's account nor any rights to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 16 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from the Participant's account in the Plan in accordance with Section 11 hereof.

18. Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

19. Reports. Individual accounts shall be maintained for each Participant in the Plan. Statements of account shall be given to participating Employees at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price for shares purchased under the Plan on each Exercise Date, the number of shares purchased under the Plan on each Exercise Date, the remaining cash balance, if any, and, if applicable, the number of

shares held by the agent designated to hold the shares for the Participant and the shares purchased by the Participant in connection with participation in any related dividend reinvestment feature.

20. Adjustments Upon Changes in Capitalization, Merger or Asset Sale.

(a) Changes in Capitalization. Subject to any required action by the shareholders of the Company, the shares reserved for issuance under the Plan, as well as any other variables tied to the number of shares or the per share Exercise Price which the Company determines should be adjusted, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company. Such adjustment shall be made by the Company, whose determination in that respect shall be final, binding and conclusive.

(b) Change of Control. In the event of a Change of Control, the Offering Period then in progress shall be shortened by the Committee's setting a new Exercise Date (the "New Exercise Date"). The New Exercise Date shall be before the date of the Change of Control. Shares shall be purchased on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 11 hereof. Immediately following such New Exercise Date, the Plan shall terminate.

21. Amendment or Termination.

(a) The Board may at any time, or from time to time, amend this Plan in any respect; provided, however, that no amendment shall be made without the approval of the shareholders of the Company to increase the aggregate number of shares which may be issued under this Plan (other than as provided in Paragraph 14(a) or 20(a) hereof) or for which shareholder approval is required under applicable tax, securities or other laws.

(b) This Plan and all rights of Employees under any offering hereunder may terminate at any time, at the discretion of the Board. Upon any termination of this Plan, all amounts in the accounts of participating Employees shall be either (i) promptly refunded in total or (ii) refunded to the extent not used to purchase Common Stock, in the sole discretion of the Committee. Such amendments shall be made without the approval of the shareholders of the Company or the consent of any participating Employees.

22. Notices. All notices or other communications by a Participant under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

23. Conditions Upon Issuance of Shares. Shares shall not be issued hereunder unless the issuance and delivery of such shares shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

24. Term of Plan. The Plan, was initially adopted on the Effective Date, subject to the approval of the Company's shareholders. The Plan shall continue in effect for a term of ten (10) years from the Effective Date, unless sooner terminated under Section 20 or 21 hereof.

September 19, 2007
Date of Board of Director Approval

September 20, 2007
Date of Shareholder Approval

Exhibit 99.1

Marshall & Ilsley Corporation

770 North Water Street
Milwaukee, WI 53202
414 765-7700 Main
www.mibank.com

Metavante Technologies, Inc.

4900 W. Brown Deer Rd.
Milwaukee, WI 53223
414 357-2290 Main
www.metavante.com

For Release: Immediately

Contacts: Greg Smith
Marshall & Ilsley Corporation
414-765-7727

Dave Urban
Marshall & Ilsley Corporation
414 765-7853

Chip Swearngan
Metavante Technologies, Inc.
414 357-3688

Marshall & Ilsley Corporation and Metavante Technologies, Inc. Announce Completion of Separation

MILWAUKEE, Wis. – Nov. 1 – Marshall & Ilsley Corporation (NYSE: MI - News) and Metavante Technologies, Inc. (NYSE: MV - News) announced today that they have completed the separation of Marshall & Ilsley Corporation and Metavante Corporation.

As a result of the transaction, Marshall & Ilsley Corporation has separated into two independent publicly-traded companies: new Marshall & Ilsley Corporation and Metavante Technologies, Inc. The shares of each company's common stock have been authorized for listing on the New York Stock Exchange. Beginning November 2, 2007, new Marshall & Ilsley Corporation will continue to trade under its traditional symbol, "MI," and the newly created holding company, Metavante Technologies, Inc., will trade under the symbol "MV."

New Marshall & Ilsley Corporation will pay the cash dividend that was announced on October 18, 2007 by "old" Marshall & Ilsley Corporation. The regular quarterly cash dividend of $0.31 per share is payable on December 14, 2007 to shareholders of record of new Marshall & Ilsley Corporation at the close of business on November 30, 2007. New Marshall & Ilsley expects to continue to pay regular quarterly dividends to shareholders of $0.31 per share in accordance with Marshall & Ilsley's previously announced dividend policy; the declaration and amount of any such future dividends, however, will be determined by new Marshall & Ilsley's board of directors and will depend on new Marshall & Ilsley's earnings and any other factors that the board of directors believes are relevant.

Marshall & Ilsley Corporation (NYSE: MI - News) is a diversified financial services corporation headquartered in Milwaukee, Wis. Founded in 1847, M&I Marshall & Ilsley Bank is the largest Wisconsin-based bank, with 192 offices throughout the state. In addition, M&I has 49 locations throughout Arizona; 30 offices along Florida's west coast and in central Florida; 14 offices in Kansas City and nearby communities; 22 offices in metropolitan Minneapolis/St. Paul, and one in Duluth, Minn.; three offices in Tulsa, Okla.; and one office in Las Vegas, Nev. M&I's Southwest Bank subsidiary has 17 offices in the greater St. Louis area. M&I also provides trust and investment management, equipment leasing, mortgage banking, asset-based lending, financial

planning, investments, and insurance services from offices throughout the country and on the Internet (http://www.mibank.com or http://www.micorp.com). M&I's customer-based approach, internal growth, and strategic acquisitions have made M&I a nationally recognized leader in the financial services industry.

Metavante Corporation delivers banking and payments technologies to over 8,600 financial services firms and businesses worldwide. Metavante products and services drive account processing for deposit, loan and trust systems, image-based and conventional check processing, electronic funds transfer, consumer healthcare payments, electronic presentment and payment, and business transformation services. Headquartered in Milwaukee, Metavante is operated by Metavante Technologies, Inc. (NYSE: MV - News), a holding company that anticipates to begin trading on the New York Stock Exchange on Nov. 2, 2007.